Dallas County

Request for Proposals (RFP)
Project Title: Household Hazardous Waste Collection, Recycling, Disposal, and Other Related Program Services
Solicitation Number: 2020-009-6849
Scope of Work

I. Introduction, Purpose and Intent

Dallas County is soliciting proposals from hazardous waste disposal firms possessing the qualifications, experience, and capacity to assist and support the Dallas County Household Hazardous Waste (HHW) Program and its partnering cities/entities with the collection, sorting, packaging, storage, recycling, transporting, treatment, and proper disposal of Household Hazardous Waste collected on-site at the Dallas County Home Chemical Collection Center and off-site at One Day Household Hazardous Wastes Collection Events. The Proposer will work alongside County staff to perform all activities including but not limited to, day-to-day operation and services at the Dallas County Home Chemical Collection Center, Collection Events, and associated HHW Program activities. Additional optional services may include providing supplemental packing supplies and on-site Hazard Waste industry, Hazardous Waste Operations and Emergency Response Training (HAZWOPER) refresher training.

II. Pre-Proposal Meeting Schedule, Questions, and Inquiries

During the solicitation process proposers are required to limit their communication regarding this project to the Contract Specialist referenced herein. A pre-proposal meeting will be held by the County whereby the proposers will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The pre-proposal meeting will be the only time when proposers and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be address to the assigned Contract Specialist.

Proposers may submit their questions electronically to Contract Specialist, Abri Sterlacci at abri-gayle.sterlacci@dallascounty.org. The County will respond to all questions by way of addendum which will be posted as part of the solicitation. The County, its agents, and employees shall not be responsible for any information given by way of verbal communication.

The pre-proposal meeting will be held at (time): 10 am on Date: April 3, 2020 Pre-proposal Meeting will be via Teleconference:
   USA Toll-Free: (877)226-9790
   USA Caller Paid/International Toll: (636)651-3172
   ACCESS CODE: 2722948

The deadline for the submission of questions is (time): 2pm on Date: April 7, 2020.

III. Proposal Submittal Requirements

Proposers must submit two (2) original copies of their proposal as well as 5 electronic copies on USB/Thumb drive.
The following documents MUST be submitted with proposals;
1. Proof of a minimum of five (5) full years as a hazardous waste disposal management firm.
2. Required licensing Copies of TCEQ and EPA permits.
3. Any required equipment necessary to complete work
4. Two or Three references from current agencies using similar or same services within the last five-years, references must include;
   a. Organizational/client name/address
   b. Name of contact person
   c. Email of contact person
   d. Telephone number for contact
   e. Services provided to client
   f. Description of proposer’s ability to fill recruitment requests
   g. Description of quality of personnel provided by proposer
      i. Resumes
      ii. Licenses
   h. Whether the organization/client would recommend proposer

5. Proposer shall identify all pending and prior administrative proceedings, litigation or claims which have been filed against the firm, including litigation with Dallas County, by name, case number, jurisdiction, nature of the dispute, judgments, and resolution or status.

IV. Scope of Work

OVERVIEW

Proposer shall furnish all permits, licenses, insurance and expertise; all waste services, including but not limited to collection, testing, handling, transportation, disposal, recycling, reuse, and neutralization; event setup equipment including but not limited to tents, tables, chairs, lighting, traffic cones, signage, and plastic sheeting; all personnel including chemists, technicians, drivers, manual labor, supervision, management, and administration; tools, handling supplies and equipment, including but not limited to transport vehicles, forklifts, pallet jacks, carts, and pallets; health and safety equipment including but not limited to fire extinguishers, first aid kit, emergency eye wash, air horn, testing supplies, spill cleanup supplies, decontamination equipment, respirators, gloves, aprons, Tyvek coveralls and other appropriate PPE; packing materials including but not limited to drums, boxes, roll offs, liners, absorbents, labels, appropriate forms, manifests, and all other required documentation; delivery, pickup, internal delivery, travel time, mileage, freight, tolls, rental fees, fuel surcharges, taxes, miscellaneous fees, reports, benefits, training and all other overhead costs including incidentals, necessary to perform the scope of work and services as described herein.

Proposer is requested to submit a proposal for environmental management services for the Dallas County Household Hazardous Waste Program (HHW) as specified in this RFP, including collection, transportation and disposal. The responsibilities are divided into the following two service categories:
HHW Management Services at the Dallas County Home Chemical Collection Center, including provision of extra supplies and contract labor at contract prices, and assistance with an on-site re-use program, in addition to daily collection, processing, packaging, transportation and disposal services.

Working alongside County staff, Proposer shall provide Household Hazardous Waste Management Services at the Home Chemical Collection Center, 11234 Plano Rd., Dallas, Texas 75243, on a year-round basis. Such services will include interacting with customers, unloading wastes from vehicles, identifying, packaging, consolidating, bulking, lab packing, and loading wastes for shipment. Other duties will include assisting County personnel in cleaning tools and equipment, policing work areas and public areas, and servicing the re-use area. Except for holiday weeks, the Home Chemical Collection Center is open year round as follows:

- **Tuesday:** 9:00 A.M. - 7:30 P.M.
- **Wednesday:** 8:30 A.M. - 5:00 P.M.
- **Thursday:** 8:30 A.M. - 5:00 P.M.
- **2nd Saturday:** 9:00 A.M. - 3:00 P.M.
- **4th Saturday:** 9:00 A.M. - 3:00 P.M.

Turnkey HHW Management Services at One (1) Day HHW Collection Events: Proposer’s on-site duties will include setup, tear down and cleanup of the site. Proposer will receive, unload, identify, sort, sample/analyze and bulk as needed, package, label, mark, manifest, and transport all materials collected for recycling or disposal. The County will direct traffic and survey customers.

**Proposer Qualifications**

- Be a qualified hazardous waste disposal firm, currently engaged in the scope of services covered by this contract.
- Be the owner of the primary Treatment Storage and Disposal Facility to be used under this contract.
- Have a minimum of five (5) continuous years of experience in provision of HHW Management Services
- Possess valid state and federal licenses and/or permits for collection, handling, transportation, and disposal of hazardous materials.
- Be capable of handling and disposing of all materials identified for collection herein.
- Be capable of maximizing recycling and/or reuse of collected materials.
- Possess a record of successful performance with public-sector HHW Collection Programs including permanent HHW facilities. Proposer shall comply with all applicable standards, federal, state and local laws and regulations with respect to all aspects of the work completed for the contract. The Proposer’s staff conducting the work shall have current and proper certification according to applicable laws and regulations. The Proposer shall secure all statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance...
necessary to provide the services described herein prior to the commencement of performing the
services described herein. Including, but not limited to, staff certifications, licensed waste
transporter permits, disposal authorizations and state and federal identification numbers per site
location if required.

Proposer shall comply with all Federal, State, and local requirements for transportation, storage
and disposal of HHW, including obtaining all necessary permits, licenses and approvals. In this
regard, the Proposer shall present, as part of the proposal submittal to Dallas County, evidence of
all State and Federal licenses and/or registrations as required for performance of the work to be
provided, including but not limited to Texas Commission on Environmental Quality (TCEQ),
U.S. Environmental Protection Agency (EPA), and Department of Transportation (DOT).

Proposer shall comply with all applicable Federal, State, and local laws and regulations for
collection, transportation, storage and disposal of HHW including but not limited to 29 CFR-
OSHA (Code of Federal Regulations-Occupational Safety and Health Act), 40 CFR-RCRA
(Resource Conservation and Recovery Act) and TSCA (Toxic Substance Control Act), 49 CFR-
DOT (Department of Transportation), 30 TAC-TNRCC (Texas Administrative Code-Texas
Natural Resource Conservation Commission), and EPA Publication SW846 (Environmental
Protection Agency);

Proposer shall accept generator status, taking title to all wastes received from the Dallas County
Home Chemical Collection Center and One Day Events, issuing manifests for the wastes, and
assuming the risk of loss and all other incidents of possession.

Proposer shall complete any waste profiles, manifests, bills of lading, and other paperwork
necessary for all materials or waste to satisfy requirements of the permitted transfer, storage, or
disposal facilities receiving the materials or waste and/or all applicable regulatory authorities,
such as, but may not be limited to the: Texas Commission on Environmental Quality (TCEQ),
the U.S. Department of Transportation, and the U.S. EPA. The Proposer shall sign all manifests,
upon review of their conformity with all federal and state rules and regulations prior to shipment.
Bills of lading will be used when appropriate. Upon request of the County, the Proposer shall
review all manifests and bills of lading with the County’s representative on-site. The Proposer is
required to submit proof of proper reuse, certificates of disposal, recycling, treatment, and
destruction to the County. If waste is transferred from a Treatment, Storage, or Disposal Facility
to another facility for final disposal or destruction, a Certificate of Disposal or Destruction from
the final disposal or destruction facility shall also be submitted to the County. Certificates of
Disposal or Destruction from final disposal or destruction facilities shall be submitted to the
County within one hundred eight days (180) after collection.

Proposer shall comply with the waste management priorities established by Dallas County.

Proposer shall be responsible for the safety and preservation of all materials and supplies
received from the County, or purchased by Proposer as ordered by the County, until final
inspection of the work and acceptance thereof by the County. In the event such materials,
equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and
acceptance, Contractor shall replace same without cost to County.
Proposer shall identify key employees, including the Account Manager, Customer Service Manager, Technicians, Field Personnel, Chemist, Specialist, and any other personnel that may be assigned and used to perform services of this RFP. Include resumes for the individuals that the Proposer will utilize as the core team for these services. In addition, describe each employee’s position role(s) for these services, their relevant qualifications and experience (current and past) in HHW Handling and Management Services, Certification, Professional Background, Field of Expertise and Duration of Employment with the organization.

Proposer shall submit evidence that all subcontractors, as well as all treatment, storage and disposal facilities used by the Contractor or its subcontractors, hold current Federal and State licenses, ID numbers, and registrations as required for the services provided. Proposer shall notify the Dallas County HHW Program Manager immediately of any changes in subcontractors or facilities used or in the status of the licenses or registrations.

Proposer shall provide properly trained and qualified personnel to perform various duties as part of the collection, processing, transportation and disposal of HHW. Contractor will ensure that all personnel working at the Home Chemical Collection Center or Collection Events, including any subcontractors, will have received training appropriate to their assigned tasks and that this training is current. All services provided by Contractor shall be under the direction of an experienced supervisor employed by the Contractor. Duties of Contractor personnel will include but not be limited to:

All applicable health and safety regulations with respect to managing the operations of the Home Chemical Collection Center

DOT and OSHA training for hazardous materials operations and transport.

Screen and unload household hazardous waste from customer vehicles

Identify, sort, consolidate and/or bulk collected wastes

Package collected wastes for shipping in appropriate containers with appropriate labels

Transport the packaged waste to an approved disposal site or sites

Prepare all required manifests, land disposal restrictions and other shipping documents

All staff shall present themselves in a professional and courteous manner to customers at all times.

Proposer shall provide packaging materials in a quantity sufficient to handle the maximum volume of waste anticipated. This shall include, but is not limited to, drums, cubic yard boxes, lab pack containers, roll offs, liners, absorbent materials and labels. Unused packaging material will be retained by the Contractor at no expense to Dallas County or participating agencies and/or cities.
Proposer shall provide sufficient labor to package, label and process all of the waste received in accordance with the specifications of the final disposal facility and in compliance with all Federal, State and local regulations. Toward this end, Contractor will work with County HHW staff to determine labor needs for events, and County staff will submit labor orders for the Home Chemical Collection Center based on Historical Data.

Proposer shall be responsible for preparing and submitting all reports required by all Federal, State, and local agencies. Quarterly data summary reports shall be submitted to the County within thirty (30) days of the previous quarter’s activities. The County reserves the right to withhold payment if quarterly reports are incomplete or inaccurate. Reports shall include, at a minimum, the following:

Material Collection Reports shall be completed quarterly for the Home Chemical Collection Center and for each One (1) Day Collection Event.

This data will include volume/net weight and types of material collected by DOT Hazard Class

Volume/net weight and types of products

Copies of all documentation, including Uniform Hazardous Waste Manifests and bills of landing for non-hazardous material collected.

Other attachments including, but not limited to, lab-pack forms indicating the contents of each lab-packed drum

State and Federal disposal restriction notification forms for materials subject to land disposal restrictions

Hazardous material profiles required by disposal facilities shall also be included.

Cumulative Program Summary that summarizes information from the material collection reports and outlines program costs and participation shall be completed and updated by the Proposer. Material collection data shall be provided in electronic format such as Excel or Word Quality Assurance/Quality Control: Proposer shall provide information describing your organization’s quality assurance and quality control programs.

Proposer shall submit spill prevention and fire prevention plans tailored to on-site activities at pre-collection meetings with County staff. Prior to commencing services under this contract, Proposer shall review the County’s site health and safety plan for the Home Chemical Collection Center and work with County HHW staff to coordinate County and Contractor policies.

Proposer shall work with County HHW staff to establish Standard Operating Procedure for the bulking of flammable liquids on-site at collection events and at the Home Chemical Collection Center.

Proposer shall submit a listing of all warning notifications, violations, and/or citations received from pertinent federal, and/or state agencies in the past five (5) years by the Contractor.
Subcontractors, Transporter, Storage Facility and/or Disposal Facility. Should such action occur during the term of the contract, Contractor will notify the County immediately.

Proposer shall provide information demonstrating that during the past five (5) years there has been no litigation involving the Proposer regarding hazardous waste collection, categorization, packaging, transportation or disposal. Should such action occur during the term of the contract, Contractor will notify the County immediately.

Proposer shall submit a list of at least five (5) references from household hazardous waste projects and/or similar projects performed by Proposer during the past twenty-four-month period. The list should include project names, contact names, and telephone numbers for the contacts.

Proposer shall only utilize vehicles and equipment that are properly equipped, licensed, permitted, and/or certified by appropriate State and Federal authorities to transport waste to an approved storage, treatment, disposal or recycling facility. Requirements that must be met include a DOT Hazardous Waste Transporter Registration and any other transport licenses or registrations needed for the safe and legal transportation of collected household hazardous waste.

Proposer shall submit a complete listing of storage, transfer, treatment, recycling and disposal facilities which may be utilized throughout the course of this contract, including the location, contact, phone, Federal and State ID or registration, and Federal/State Tax ID Number of each facility or transporter. Permits for each of these entities shall be included with your RFP response.

No minimum quantities of wastes, contract labor hours, supplies or training classes are guaranteed by Dallas County or by the participating cities and/or agencies.

Proposer shall respond within five (5) business days to all routine disposal requests transmitted in writing via facsimile or email.

Proposer will respond within twenty-four (24) hours to all urgent disposal requests transmitted via telephone with written request following immediately by facsimile or email.

Proposer shall maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property.

Proposer shall complete all work in a neat and workmanlike manner, to the satisfaction of the County, including the clean-up and removal of debris generated from the project at the end of each workday. (County will provide trash containers for use by Contractor.) Contractor shall clean-up any spills caused by or resulting from their collection, packing and removal operations. Residuals from spill cleanup shall be disposed of in an approved manner.

If the Proposer damages any County or public property or improvements, the contractor shall repair or replace the damaged improvements to the satisfaction of Dallas County. The repair or replacement work shall be of equal or greater quality and in appearance to prior condition. The contractor shall solely be responsible for and bear the costs of repairing or replacing damaged
improvements. 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.

Proposer must explain normal routings (including the use of storage facilities) from the time the waste leaves the collection site to the site of disposition.

All services, goods, materials, supplies and associated items provided by Contractor must comply with current Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), TXDOT and any applicable regulatory agency requirements.

Proposer shall submit a list of on-site equipment that will be available at the one-day collection event site or the Home Chemical Collection Center. The list should include all fire prevention, safety, personal protective equipment, and other equipment that the Proposer determines suitable or necessary for the project. Contractor will be responsible for providing any of this equipment that is not provided by Dallas County.

Transition Plan: Home Chemical Collection Center is currently operated by contracted staff who manages transportation and disposal and provide various equipment and supplies for daily Program operations. Following award of Contract, the Proposer will “move in” to the Home Chemical Collection Center on a mutually agreed upon schedule to commence operations, replacing Dallas County’s current contractor. Describe a plan to ensure a smooth transition for the change from Dallas County’s current contractor to the new Contractor, and the timeframe required for this transition.

Proposer shall assign an account representative and/or project manager to Dallas County. This/these representative(s) shall be responsible for but not limited to:

Coordinating all orders and shipments with HHW staff

Coordinating invoices and payments with HHW staff

Payment Procedures: Proposer understands that all costs incurred under this contract will be paid by the participating cities through Dallas County and that no Proposer invoices will be paid until all fees have been collected from the cities by the Dallas County Household Hazardous Waste office (Originating Department). The Originating Department will bill the Cities within ten (10) working days of receipt of Proposer’s accurate invoice accompanied by all relevant manifests and identifying documents. The Originating Department will make every effort to collect fees from the Cities within thirty (30) days of billing and to process payment to Proposer within fifteen (15) business days of receiving all fees from the Cities. Payments will be processed only after the Originating Department notifies the County Auditor’s Office that the services and/or materials have been received and all fees have been collected from the participating cities. Proposer understands and accepts that this procedure will necessarily extend payment dates beyond the customary terms.

Invoicing Requirements: Within fifteen (15) days of services, Contractor shall provide Dallas County with a preview invoice detailing all costs associated with services and/or goods. The preview will be reviewed by HHW staff within five (days) of receipt, and any disputes will be
submitted to contractor in writing. Contractor shall submit final, correct invoice to Dallas County within thirty (30) days of date of service. Final invoices shall include but not be limited to the following:

- Dallas County Purchase Order Number
- Contract Number
- Contractor Name
- Remit to address
- Invoice Date
- Event Days (if applicable)
- Unique Invoice Number
- Service and/or Delivery Location
- Date of Service and/or Delivery
- Shipment Pick-up Date
- Description of product, goods, materials including item/part number, and services provided
- Quantity
- Waste Description
- Reference to contract disposal method used
- Transportation logs
- Copies of all relevant manifests and identifying information
- Unit Cost per contract pricing structure

Two (2) invoice copies are required of the final approved invoices shall be submitted in order to expedite payment:

Copy of invoice shall be sent to:
Dallas County Home Chemical Collection Center
Attn: HHW Program Manager
11234 Plano Road
Dallas, Texas 75243

and

Original invoice shall be sent to:
Dallas County Auditor’s Office
Renaissance Tower Building
Attn: Accounts Payable,
1201 Elm Street 23th Floor
Dallas, Texas 75270

SCOPE OF SERVICES

Proposer Responsibilities shall include but not be limited to:

Assign professional staff to provide HHW collection on-site and off-site services and identify the positions and the number of staff assigned to those positions. The staff assigned to the Center should be dedicated staff that will be present every day that the Center is open with minimum substitution.

Designate a Project Manager as primary on-site contractor authority- with 24/7 availability

Supply and prepare all equipment needed for collection, identification, handling, packaging, interim storage and transportation of HHW

Supply and distribute all personal protective equipment, safety equipment and spill containment equipment required for safe operations

Provide emergency response services when required

Obtain, maintain and use proper chemical detection devices

Obtain, maintain and use appropriate radiation detection devices

Report all suspected commercial and unacceptable wastes to the HHW’s Project Manager

Unload each vehicle bringing waste

Categorize all waste and separate into compatible waste streams

Identify unknown chemical waste

Properly containerize and package waste for shipping

Label all containerized or packaged waste
Provide interim storage

Prepare appropriate shipping documents

Arrange for transportation

Deliver to appropriate treatment, storage or disposal facility

Issue manifests and bills of lading for the wastes

Shall at no time utilize for any task, including, but not limited to transport, treatment, storage or disposal, a subcontractor or facility that lacks the required Federal or State licenses, registrations or training to perform the required tasks for this project.

Shall provide loading and transportation services for wastes from the collection site to disposal or recycling facilities (must be registered with the U.S. EPA and the State and/or other relevant regulatory authorities)

Shall provide recycling and/or disposal (including RCRA incineration, fuels blending, chemical treatment or stabilization, and land filling) of HHW.

Manage all types of hazardous waste streams as allowed by applicable laws and regulations. In addition to limits established by applicable laws and regulations, the County reserves the right to further limit waste types and quantities that the Contractor may accept.

Assumes all responsibility allowed by law (“generator status”) for the proper management of household hazardous waste from the point at which Contractor accepts it to the point at which it reaches the recycling, disposal or treatment destination in a manner consistent with Federal, State and local statutes and regulations.

Shall accept and provide disposal options for all waste categories listed in the contract specifications in Appendix B.

Provide roll-off boxes and box transportation for disposal on an as-needed basis.

All personal protective equipment (PPE), including respiratory equipment needed by Contractor personnel will be provided by the Contractor.

Implement engineering controls and work practices, which ensure no contamination of work area or exposure to other employees or persons and to minimize accidents.

Provide labor, drums, cubic yard boxes, absorbent, safety equipment, signage, labels, appropriate shipping papers, and other equipment and materials used in conjunction with the operation of HHW collection, transportation and disposal. All packing equipment shall meet applicable requirements of Federal, State, and local laws and regulations. County may purchase all or part of these items from Contractor at the stated price.
All disposal sites and treatment methods used by the Contractor shall be approved by Dallas County. Any changes in disposal site or treatment method without obtaining prior approval of Dallas County shall constitute a material breach of this contract. In all instances, the Contractor must adhere to Federal, State and local standards for treatment and disposal of wastes.

Shall ensure that all packaging and transportation of hazardous and non-hazardous materials shall be in accordance with Department of Transportation (DOT) Regulations.

At all times during collection activities, Contractor shall make its best effort to maximize both safety and processing speed of the operation, in order to minimize wait times for the public without sacrificing worker safety.

Shall package and process HHW collected in the manner that best balances safety, processing speed and cost, e.g. using roll off containers for loose-packed paint versus cubic yard boxes.

After packaging, the Contractor shall load the waste materials and prepare the necessary waste manifests.

Arrange for the ultimate disposition of the collected wastes. County or participating agencies or cities will not be responsible for additional costs incurred as a result of a Treatment, Storage and Disposal Facility (TSDF) or recycling facility refusing to accept any waste material from Contractor.

Must submit proof of proper treatment/disposal to County following the ultimate disposition of the waste.

Provide copies of all manifests to Dallas County within five (5) days of a one-day collection event or immediately upon shipment from the Home Chemical Collection Center.

Provide Certificates of Disposal/Destruction to Dallas County that indicates the date, location, and method of recycling, treatment and/or disposal within one hundred eighty (180) days of arrival of the waste at the permitted facility.

Home Chemical Collection Center (HC3) Staffing, Collection, Transportation and Disposal Services Requirements, shall include but not be limited to the following:

Labor: Upon request from the County, Proposer shall provide labor such as Chemists/Specialists, Technicians/Handlers, and any other needed personnel to supplement County staff in all HHW management activities at the Collection Center. The Contractor and Dallas County staff will determine specific personnel needs thirty (30) days prior to the collection of waste at the Collection Center. Dallas County may adjust staffing requests up or down with twenty-four (24) hour notice as circumstances change.

Proposers shall provide disposal pricing based on the cost of the disposal of the waste at an appropriately licensed and permitted disposal site, and including the cost of packaging and transportation. Proposers should also provide a listing of disposal methods to be used.
Transportation: Proposers shall include all transportation costs in unit pricing for disposal.

Supplies: Proposer shall provide packing supplies and containers (drums, boxes, pails, absorbents, liners, labels, etc.) as needed for proper transportation and disposal of collected wastes. Proposers shall include all supply costs in the unit price for disposal.

Analysis: Analysis of unknown materials at the Home Chemical Collection Center is performed on site by Proposer personnel and/or County staff. No additional cost for analysis shall incur to Dallas County.

Mobilization, Demobilization, and On-site Equipment: At the chemical collection center, Dallas County provides equipment and tools for handling and processing wastes (forklift, pallet jacks, drum dollies, wrenches, openers, etc.) and safety equipment (fire extinguishers, sprinkler systems, etc.). The County also provides trash containers and worker amenities (restrooms, lockers, and break area). Contract labor and disposal costs should incorporate all related costs including, but not limited to, the following:

Mobilization of the necessary personnel, supplies and equipment to collect, package, load and transport wastes from the collection center year-round (i.e., collection activities three days a week and two Saturdays a month, shipments approximately 52 times per year)

Personal protective equipment, including respiratory Protection

Administrative costs

Any safety equipment required by Contractor but not provided by Dallas County

One (1) Day HHW Collection Events Requirements, shall include but not be limited to the following:

Planning and Assistance: Proposer shall, at the request of Dallas County, provide staff experienced or trained to the satisfaction of Dallas County to attend meetings with Dallas County to review proposed collection site procedures, or otherwise assist Dallas County in planning the collection project. Assistance may include coordination of a contingency plan and submission of required notices to TCEQ.

Prior to collection events, Contractor shall submit to County HHW staff a format for a contingency plan and provide a description of on-site emergency notification procedures and procedures for evacuation of the participants in case of an emergency. Contractor shall coordinate with County staff on plans for on-site emergencies at the Home Chemical Collection Center.

Pre-Collection Day Conference: In order to provide an efficient and economical Program, Dallas County may conduct pre-collection day conferences with the Contractor and host Cities/Agencies. These conferences will serve as final review of Work Plans, traffic logistics and any recent developments in site layout or drop-off program particulars. The conferences will be scheduled at a mutually convenient time and may be held at the collection site. If acceptable to
Dallas County, Host Agency and/or City, and Contractor, the pre-collection day conference may be waived and replaced with a pre-collection day phone conference.

Proposer shall provide analyses of wastes for disposal as necessary, using Contractor’s own testing materials and equipment, including Haz-Cat (Hazardous Material Categorization Test) field analysis.

(1) Day HHW Collection Events will usually be held on Saturday. The normal event conditions are as follows:

Mobilization and set-up for each event will take place between 8:00 a.m. and 2:00 p.m. on the day before the event (usually Friday).

Events are held at schools, shopping malls, businesses, church parking lots, government facilities, or other sites obtained by Dallas County.

Public participation hours for each event will start at 9:00 a.m. and end at 3:00 p.m. Every effort will be made to accommodate early and late arriving participants. Proposer work hours begin no later than 7:30 a.m. the morning of the event and extend until mobilization is completed. Anticipated participation rate is 100 to 800 vehicles per event. Contractor should be able to mobilize for events up to 1,600 participants.

On-site Labor: Proposer should provide sufficient personnel to handle expected participation and volume levels as agreed on in the pre-event meeting. Dallas County will prepare participation and volume estimates based on historical data and submit to Contractor when scheduling a collection event. Contractor labor duties will include site set-up and tear-down; screening, unloading, analyzing, sorting, packaging, and labeling collected wastes; preparing manifests and other required documentation; and loading and transporting packaged wastes.

Proposer should be prepared to provide appropriately trained on-site labor of varying technical levels including project leader, Chemist/Specialist and Technician/Handler levels.

Disposal: Proposer shall arrange and assure ultimate disposal of the wastes. Proposer should provide disposal pricing based on the cost of the disposal of the waste at a licensed and permitted disposal site, and including the cost of packaging and transportation. Proposers should also provide a listing of recycling/disposal methods to be used.

Transportation: Contractor shall provide transportation of all wastes from the collection site to an approved facility. Proposer should include all transportation costs in unit pricing for disposal.

Proposer will provide event personnel with personal protective equipment as part of the setup for the event. This includes, but is not limited to, gloves, eye protection, hats, footwear, and any respiratory equipment needed by the contractor.

Supplies and Equipment: Supplies and equipment may vary with each one-day event. The County will furnish trash containers, portable toilets, direction signs, traffic cones, and volunteer
amenities. Contractors should be prepared to provide equipment and supplies including, but not limited to, the following:

- Drums/liners
- Cubic yard boxes/liners
- Absorbents
- Plastic sheeting
- Tents and tables for work areas (chemical area and oil recycling area)
- Forklifts
- Pallets
- Pallet jacks
- Appropriate signage for the chemical tent and oil recycling tent areas
- Tables and chairs for Contractor’s shelter area(s)
- Beverages and food for Proposer personnel
- Labels and documentation

First aid supplies, emergency eye-wash station, emergency alert device, spill kits

Equipment and materials for testing and analysis of unknown wastes

Mobilization, Demobilization, and On-site Equipment. The Proposer shall be responsible for all aspects of the chemical collection and packing area including mobilization, demobilization, equipment, supplies and personnel. All costs must be incorporated into the Set-up costs in Appendix B and should include the following:

Mobilization and set-up for each event will take place between 8:00 a.m. and 2:00 p.m. on the day before the event (usually Friday).

Proposer hours for each event (starting no later than 7:30 a.m. the day of the event, usually Saturday, and continuing until demobilization is complete)

Sufficient Proposer personnel to manage the expected participation level, including a site manager and one or more chemists for testing unknowns.

Mobilization of the project team, supplies and equipment to the collection site

Demobilization of the collected wastes, project team, supplies and equipment from the collection site (must be completed the same day of the scheduled event and includes same-day transport by Contractor of some selected wastes, as requested by customer, to Dallas County Home Chemical Collection Center)

Personal protective equipment for Contractor personnel

Administrative costs

Safety and emergency response equipment

Analysis of unknown wastes
Procedures for handling non-acceptable wastes

All equipment, excess rubbish and debris, or other excess materials must be removed at the end of each workday and disposed in the container provided by the County or offsite in a legal manner at Proposer’s expense. Proposer shall not stockpile debris, rubbish, garbage, excess materials or other unwanted materials on the sidewalk or on the street. Payment for transportation and disposal of excess materials and removed equipment shall be included in the contract, and no additional compensation shall be made.

Dallas County Responsibilities

Coordination of collection activities with Contractor
Acquisition of authorized site location for collection activities
Promotion of collection activities at events and at the Home Chemical Collection Center
Recruitment and coordination of volunteers as needed
Notice in writing to Contractor of preferred disposal methods
Timely written notice to contractor of waste disposal events and/or shipping requests, detailing the location(s), anticipated workloads, and other pertinent information
Notice in writing to Contractor thirty (30) days in advance of changes in preferred disposal methods
Oversight of identification, processing, and preparation of wastes for shipment from the Home Chemical Collection Center
County representative to serve as project coordinator to accompany Contractor on waste disposal projects and activities
Timely billing and collection of program fees from participating cities
Submission of required 90-day and 45-day event plans and annual plan for Home Chemical Collection Center with the State
Estimated labor needs for the Home Chemical Collection Center thirty (30) days in advance, with option to adjust as needed

TRAINING

Hazwoper Training

Proposer shall submit a pricing for 8 hour HAZWOPER refresher courses to be made available to Dallas County and other participating Agencies and/or Cities at the Home Chemical Collection Center. The course must meet all OSHA, EPA and DOT requirements or any other requirements necessary to meet the OSHA 8 hour annual update requirements. Contractor must also provide class attendees with an official certificate of completion as part of the 8 hour refresher course within 60 days of completion of the course. No minimum level of participation is guaranteed.

Certificate within 60 days of completion of the course
8 hours HAZWOPER refresher courses

HHW PROGRAM MANAGER
The designated HHW Program Manager for this contract is:
Earle Blakney, Dallas County Home Chemical Collection Center
214-553-1765 ext. 6594 (office)
*Any changes to this position will be provided to Contractor in writing.

The HHW Program Manager 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. Contractor will work under the direction of the HHW Program Manager or the designated County representative throughout the duration of the contract.

The HHW Program Manager responsibilities include, but are not limited to:

Monitor the Contractor’s progress and performance and as ensure services conform to established specification requirements.

Decide all questions that may arise as to the quality and acceptability of any work or services performed under this contract in accordance to the specification set forth in the RFP requirements. If, in the opinion of the HHW Program Manager or his/her designated representative, the performance becomes unsatisfactory, the County shall notify the contractor of such and the contractor shall make acceptable such performance at no additional cost to the County.

Review and approve all jobs and services outlined in this solicitation request.

Approve and authorize payments for goods and completed services.

Meet with the Contractor as needed to review progress, problems, and consider necessary action.

Identify any breach of contract by assessing the difference between contract performance and nonperformance and notify Purchasing staff of deficiencies.

V. Communication

Dallas County may use both verbal and/or written communications for all requests to include but not limited to: Onsite Staffing, mobile events, and disposal request.

The Contractor shall identify a project manager as sole point of contact for all Dallas County requirements and requests. All communication shall go through the Dallas County HHW Program Manager.

VI. Commencement Date

The Contract shall commence on the date of award by the Dallas County and upon the execution of the Contract.
VII. Award Method

The County’s intent is to award this solicitation in its entirety to one vendor, but the County reserves the right to award in the method that is most advantageous to the County.

The County reserves the sole discretion to determine whether a solicitation response is responsive. County reserves the right to reject any or all bids and to waive minor irregularities or discrepancies in any solicitation response as may be in the best interest of County. Late proposals will not be considered for award.

VIII. Location and Invoicing

Proposers shall submit an original invoice on each purchase order after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the proposer for correction. Under term contracts, when multiple deliveries and/or services are required, the proposer may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the proposer should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Dallas County Auditor’s office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

IX. Ownership

All written reports, and to the extent requested, examination materials and examination responses, are to become, upon receipt by the County, the exclusive property of the County and the Proposer will consider all information obtained and professional opinions formed confidential.

X. Total Cost of Goods and/or Services

Proposer must complete the open lines provided in the price sheet attachments. Proposals must delineate fixed prices. The task price shall be all inclusive of expenses; travel, insurance, scheduling, support and report preparation, and other costs/expenses associated with requirements listed in this RFP.

If there is no space to provide the following information, on a separate page provide an itemized budget by each task as described in the scope of work and that the vendor is applying and a detailed explanation for all costs associated with providing the requested services. The additional pricing information must adhere to the cost breakdown below. Please note, if the required items are not completed, the proposal may be considered non-responsive and may not be considered for an award.

Historically, over the past two years Dallas County has paid - FY 2018- $1,024,857 and FY 2019- $1,109,027.
XI. Evaluation Criterion

Award shall be made to the responsible proposer(s) whose proposal(s) are determined to be the best evaluated offer resulting from negotiations and taking into consideration all aspects of proposal evaluation criteria and submission items. Submission of a proposal implies vendor acceptance of the evaluation criteria and vendor recognition that subjective judgments must be made by the Evaluation Committee:

**Qualifications & Experience- 30 points**
Proposer(s) provides qualifications and experience of staff to be assigned to project. Proposer demonstrates ability to meet the qualifications and compliance requirements listed herein. Proposer demonstrates specialized experience or technical expertise in connection with the scope of services to be provided and complexity of the project, which includes a thorough description of other successful projects, that demonstrate the firm’s ability to carry out the scope of work similar to the one described in this RFP.

**Organization & Project Methodology- 25 points**
Proposer describes how the services will be provided and how they will be supported. Proposer describes the approach that the vendor will take to achieve the required services, scheduling, and coordination required for this project. Presented deliverables and timeline will be evaluated against all others.

**Pricing- 30 points**

**Small Business Enterprise- 15 points**

XII. Performance Measures and Contract Management

The following Performance Measures will be included but will not be limited to: Timely response to disposal and labor requests, ability to assign designated staff to HC3 with minimum substitution, quickly and accuracy provide invoices and invoice previews and meet other requirements outlined in the contract.

XIII. Transition

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Dallas County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Dallas County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Dallas County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.
XIV. Closeout Procedures and Requirements
Upon completion or termination of contract all reports are to be provided to Dallas County and maintained by successful proposer as required by law. Any and all government furnished equipment shall be returned to the department from which it was issued.

XVI. Documents Submitted with Proposal or upon Request
1. Certificate of Interested Parties form 1295
2. Conflict of Interest Questionnaire
3. Good Faith Effort Form
4. Small Business Utilization Affidavit
5. Title VI Assurances/Compliance
6. Identification Number and Certification form W-9
7. Any other County documents as required

XV. Opening of Proposals
All proposals shall be in the office of the Procurement Department no later than the proposal due date and time shown in Section XXI- Late and Withdrawn Proposals.

Proposals will be opened by the County at 2pm the same day as the due date. Proposer names will be publicly read aloud. It is the responsibility of the proposer to clearly mark and identify all portions of the proposal, which, in the proposer’s opinion, contain trade secrets, confidential information and other proprietary information. All proposals are subject to the Texas Open Records Act process.

XVI. Review of Proposals
All proposals will be examined by an evaluation committee consisting of various Dallas County personnel, Dallas County Purchasing, and representatives selected by the County of Dallas in proportion to contribution sizes.

Proposals that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration. However, Dallas County reserves the right to accept such a proposal if it is determined to be in the best interest of Dallas County.

Evaluations are based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the proposer. The proposal response may be incorporated into any contract which results from this RFP, and proposers are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the proposer to meet such claims will result in a requirement that the proposer provide resources necessary to meet submitted claims.

Dallas County Purchasing may initiate discussions with selected proposers; however, discussions may not be initiated by proposers. Dallas County Purchasing expects to conduct discussions with
vendor’s representatives authorized to contractually obligate the vendor with an offer. Proposers shall not contact any Dallas County personnel during the RFP process without the express permission from the Office of the Dallas County Purchasing Agent. Dallas County Purchasing may disqualify any vendor who has made site visits, contacted Dallas County personnel or distributed any literature without authorization from Dallas County Purchasing.

All correspondence relating to this RFP, from advertisement to award shall be sent to Dallas County Purchasing. All presentations and/or meetings between Dallas County and the vendor relating to this RFP shall be coordinated by Dallas County Purchasing.

Selected proposers may be expected to make a presentation/product demonstration to an evaluation committee. Proposals, presentations and product/service evaluations may develop into negotiating sessions with the proposer(s) as selected by the Evaluation Committee. Dallas County expects to conduct negotiations with proposer’s representatives authorized to contractually obligate with an offer. If proposer is unable to agree to contract terms and conditions, Dallas County reserves the right to terminate contract negotiations with that proposer and initiate negotiations with another proposer. In addition to a presentation, visits by the Evaluation Committee to representative proposer’s client sites may be conducted where the proposed solution can be demonstrated in a production environment.

XVII. Proposal Pricing

Proposed pricing shall be firm for the entire contract, unless written notification is provided by vendor and approved by Dallas County. Any increase shall not exceed three percent annually.

Costs not included or calculated in the applicable unit prices as-proposed will not be paid by the County, regardless of the intentions of the proposer—when the proposal was submitted and regardless that those costs were actually incurred.

XVIII. Insurance

The successful Proposer will be required to purchase, within fifteen days of award, and maintain, during the term of the contract, insurance as described in Terms and Conditions Attachment and agrees to the indemnification agreement therein and required performance and payment bond.

XIX. Discussion with Reasonably Qualified Proposals

The County reserves the right to engage in discussions or conduct interviews, either oral or written, with the proposers determined by the evaluation criteria to be reasonably viable to being selected for award. If discussions or interviews are held, the Contract Specialist may request best and final offers. The request for best and final offers may include:

- Notice that this is the opportunity to submit written best and final offers
- Notice of the date and time for submission of the best and final offer
- Notice that if any modification is submitted, it shall be received by the date and time specified or it will not be considered
- Notice of any changes in the Proposal requirements
Following evaluation of the best and final offers, purchasing may select for negotiations the offer that is most advantageous to the County, considering price or cost and the evaluation factors in the RFP.

After the most advantageous proposer(s) has been identified, Contract negotiations may commence. If at any time Contract negotiation activities are judged to be ineffective, Office of Procurement Services will cease all activities with the proposer and begin Contract negotiations with the next highest ranked proposer. This process may continue until either both the proposer and Commissioner’s Court executes a completed Contract or the Procurement Department determines that no acceptable alternative proposal exists.

The County reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a Contract based on initial proposals received. Therefore, each proposal should contain the Proposer’s best terms from a price and technical standpoint. Also, only proposers submitting a proposal will be notified of any communications after the RFP closing.

**XX. Rejection or Acceptance of Proposals**

This RFP does not commit the County to award any Contract. The County reserves the right to reject any or all proposals, to waive technicalities or irregularities, and to accept any proposal it deems to be in the best interest of the County. The County shall not be liable for any costs incurred by any company responding to this RFP.

The County will require the recommended proposer to sign the necessary Contract documents prepared by the County Attorney's Office.

**XXI. Late and Withdrawn Proposals**

Proposals are required to be submitted by 2pm on April 23, 2020 to the Dallas County Purchasing Department at:

900 Jackson Street, suite 600  
Dallas, Texas 75202

Dallas County Purchasing Department will not accept submittals after the due date and time and hard copy submittals are not permissible.

**XXII. Confidentiality**

Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response. County cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Proposals will be opened by the County to avoid disclosure of contents to competing proposers and kept secret and confidential during the solicitation process and prior to award. Proposers who include information in a proposal that is legally protected as trade secret or confidential shall clearly indicate the information which
constitutes a trade secret or confidential information by marking that part of the proposal “trade secret” or “confidential” at the appropriate place. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a proposal, the Proposer shall, upon request, immediately furnish sufficient written reasons and information as to why the information designated as a trade secret or confidential should be protected from disclosure, for the County Attorney to present the matter to the Attorney General of Texas for final determination.

XXIII. Disqualification of Proposers

Proposers may be disqualified for, but not limited to, the following reasons:

- Reason to believe collusion exists among the proposers
- The proposer is involved in any litigation against the County of Dallas
- The proposer is in arrears on an existing contract or has failed to perform on a previous contract with the County of Dallas

XXIV. Permits Required by Law

Proposer shall comply with all requirements of federal, state, and local statutory requirements and regulations pertinent to or affecting any phase of this contract.

XXV. Records and Audit

The Proposer shall keep accurate records of all components of invoices to the County, including but not limited to times and payroll receipts for hourly personnel utilized by this Contract. These records shall be retained for a minimum of two years after the conclusion of the Contract. The County reserves the right to audit any records it deems necessary for the execution of this Contract.

XXVI. Assignment of Contract

The Proposer shall not assign, transfer, sublet, convey or otherwise dispose of the Contract of any part therein or its right, title or interest therein or its power to execute the same to any other persons, firm, partnership, company or corporation without the prior written consent of the County. Should the Proposer assign, transfer, sublet, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this section, the County may, at its discretion, cancel the Contract and all rights, title and interest of the Proposer shall therein cease and terminate, and the Proposer shall be declared in default.

XXVII. Default by Proposer

The following shall be deemed as events of default by Proposer under the Contract:

- Proposer shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors;
- Proposer attempts to assign the Contract without the prior written consent of the County;
• Proposer shall fail to perform, keep or observe any term, provision or covenant of the Contract; or
• Proposer fails to properly and timely pay Proposer personnel, suppliers or other Proposers and the failure impacts the County or its Facility in any manner.

In the event a default occurs, the Director shall give the Proposer written notice of the default. If the default is not corrected to the satisfaction and approval of the Director within the time specified in such notice, the County may immediately cancel the Contract. At the direction of the Director, the Proposer shall vacate the facility, if applicable, and shall have no right to further operate under the Contract.

The Proposer, in accepting the Contract, agrees that the County shall not be liable to prosecution for damages or lost anticipated profits if the County cancels or terminates the Contract.

No Waiver: No waiver by the County of any default or breach of any covenant, condition, or stipulation shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

XXVIII. Termination

The County may terminate this agreement in whole or in part by giving thirty days written notice thereof to Proposer. The County will compensate Proposer in accordance with the terms of the agreement for all goods and services delivered and accepted prior to the effective date of such termination notice.

XXIX. Miscellaneous

After executing the Contract, no consideration will be given to any claim of misunderstanding.

Proposers shall submit with the Proposal, the required Proposer’s qualification statement with supporting information as stated herein along with all other supporting documentation requested.

Proposers shall thoroughly familiarize themselves with the provisions of the Scope of Work and the Facilities.

The County reserves the right to reject all Proposals and to waive any minor irregularities. A Proposal may be disqualified if the corporation or individual Proposer is in arrears or in default to the County for delinquent taxes or assessments or on any debt or Contract, whether as defaulter or bondsman; or who has defaulted upon any obligation to the County by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, Proposers may be disqualified for poor prior performance on similar Contracts with other entities.

The Contract with the Proposer will be drawn by the County and may contain such other provisions as are deemed necessary to protect the interests of the County.
The Proposer agrees to abide by the rules and regulations as prescribed herein. The Proposer will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.

If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.

Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the County Attorney or his authorized representative shall be final.

XXX. Conflict of Interest

An outside consultant or contractor is prohibited from submitting a proposal for services on a Dallas County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by reports to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Dallas County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of $250 given to any County Official or the County Official’s family member, or employment of any County Official or the County Official’s family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Dallas County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contractor exceeds $100,000.00, contractor shall file with the County the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.”

XXXI. Indemnity

CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, DALLAS COUNTY COMMISSIONERS COURT, ELECTED OFFICIALS, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (HEREINAFTER REFERRED TO
AS COUNTY, INDEMNITIES OR OWNER, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT OR CONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE ACT OR OMISSION OF CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, DALLAS COUNTY COMMISSIONERS COURT, ELECTED OFFICIALS, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITIES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF OWNER AND CONTRACTOR THAT IN SUCH EVENT THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITIERS FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSUMPTION OF LIABILITIES AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT SHALL INDEFINITELY SURVIVE ANY EXPIRATION, COMPLETION OR TERMINATION OF THIS AGREEMENT. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

APPROVAL AND ACCEPTANCE OF CONTRACTOR’S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES PERFORMED BY CONTRACTOR IN THIS
 REGARD. CONTRACTOR SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS.

NO INDEMNIFICATION BY COUNTY: CONTRACTOR ACKNOWLEDGES AND AGREES THAT DALLAS COUNTY DOES NOT HAVE THE ABILITY UNDER ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION TO INDEMNIFY CONTRACTOR OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THE CONTRACT.

XXXII. Selection Process

The internal team will evaluate all proposals received in response to this RFP. After reviewing the proposal submissions, consultants may be selected for in-person interviews/oral presentations. From those presentations and possible interviews, the proposals will be re-evaluated, and final determination will be made. The County will pursue negotiations with the top ranked respondent with the goal of entering into a contract.

XXXIII. Development Costs

Neither Dallas County nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this RFP. Proposers are encouraged to prepare their proposals simply and economically, providing a straightforward and concise description of your firm’s ability to meet the requirements of the RFP.

XXXIV. Contract Award

Upon selection of a successful Proposer, the County and the Proposer will negotiate a final contract, based on the terms outlined in this RFP. A sample agreement, with the general terms for the final contract, is attached as Sample Contract for Services. By submitting a proposal, the Proposer agrees to be bound by these terms and conditions unless otherwise noted in the Submittal. The final contract is subject to County Council approval.

XXXV. Certificate of Interested Parties (Form 1295)

All proposers recommended by County staff for a contract pursuant to this RFP will be required to comply with Section 2252.908 of the Texas Government Code. Each vendor shall complete Form 1295-Certificate of Interested Parties- for every contract for which they’re recommended. Vendor will complete the form electronically at the Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, and submit a copy to the buyer before the contract information will be sent to the County Attorney’s Office to draft the contract. Once the terms of the contract are fully negotiated; the recommended vendor has signed the contract indicating agreement with the terms of the contract; and the Form 1295 is on file at the Texas Ethics Commission website with a copy provided to the buyer; the staff recommendation will be placed on a County Council agenda to award the contract.