

Solicitation Number No.: 2023-005-6972, Pre-Bid Meeting Date: February 13, 2023 at 10:00 a.m. (CST)
Project Title: Law Enforcement Towing and Storage Services, and Work Location, Bid Due Date: February 23, 2023 at 2:00 p.m. (CST)



**Invitation for Bid
Towing and Storage Services and Work Location
for Law Enforcement**

Scope of Work/Specifications

I. Introduction, Purpose and Intent

The County of Dallas on behalf of the North Texas Auto Theft Task Force (NTATTF) is seeking bids from vendors who are licensed by the Texas Department of Licensing and Regulation (TDLR) to establish a five-year service price agreement for towing and storage services. The NTATTF is looking for a vendor that can tow vehicles and has a facility where up to 10 vehicles can be stored at a time, so that NTATTF staff can conduct 68A inspections and auto theft investigations. The vehicles being stored range from 18-wheeler trucks, motorcycles, to U-Haul trailers. Owners of the vehicles will be responsible for paying the awarded vendor any fees associated with retrieving their vehicles.

II. Scope of Work

Bidder's must be licensed by the Texas Department of Licensing & Regulation (TDLR) at time of submission and must provide licenses with their bid submission. Failure to provide required licenses may result in your bid submission being deemed non-responsive and not considered for award.

The following is a list of minimum requirements that qualified vendors must meet to provide the NTATTF with towing and storage services (a qualified vendor is a vendor that is in good standing and licensed through TDLR):

Part I: Towing of Motor Vehicles

1. Towing of vehicles where the owner/driver of the vehicle is unavailable (non-consent tows).
2. Towing of vehicles incapacitated through collision.
3. Towing of abandoned vehicles.
4. Towing and storage of vehicles in order to preserve evidence.
5. Operator shall maintain a minimum of one tow truck in all four classes (Class A – light duty, Class B –medium duty, Class C – heavy duty, Class D – Super heavy duty). Tow trucks shall contain the name of the company, contact information, be compliant with TDLR regulations, and shall be of industry standard size so that it's easily visible.
6. Vehicles must be towed within an hour of receiving call from NTATTF.
7. Vendor will be responsible for any damages to the vehicles during the towing.

Wrecker Driver Personnel must:

1. Wear company uniforms, be well groomed and clean, and be prompt and courteous in order to provide services. Uniform shirt will contain company name and driver's name.
2. Wrecker drivers shall not perform towing operations without a valid license issued by the TDLR.

Part II: Storage of Motor Vehicles

The successful vendor shall provide facilities for long and short-term storage of motor vehicles in a secured storage facility located within Dallas County. The contractor shall provide and maintain a primary storage facility suitable for the class of vehicles stated here in and shall be:

1. Immediately adjacent to or contain office facilities.
2. Must be able to accommodate up to 10 vehicles at a time.
3. Adequate in size to accommodate all:
 - a. "Hold" vehicles: A hold vehicle is a vehicle that is placed on hold for investigative or court proceedings, can be held for 10-14 days;
 - b. Specially equipped vehicles (i.e. machinery and heavy-duty vehicles); and
 - c. Vehicles to be released immediately to owners.

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4. Free of holes or areas that are decomposed or broken.
5. Clean and free of litter, debris, or weeds.
6. Include on-site security system and lighting that provides easy visibility to all areas of the lot while eliminating spill over onto neighboring properties.
 - a. Security footage recorded by the camera system must be stored for 30 days.
 - b. Location must be a secured area that control accessed only.
 - c. Must have a privacy fence that is a minimum of 6 feet.
 - d. Must have 24-hour personnel on-site and provide security.
7. Sized and dimensioned to afford safe access to all vehicles and office space.
 - a. Must be able to accommodate up to 10 vehicles at time without impeding traffic.
 - b. Vehicles may range from standard size vehicles to light and heavy-duty vehicles, or machinery.

Part III: Facility for 68A Inspections and Investigations

The successful contractor shall provide facilities and utilities including three garage bays (240 square feet per bay), three offices (one office with a minimum of 1,240 square feet and two offices with a minimum of 200 square feet) two restrooms with one being ADA compliant, and an indoor storage area. The office space shall be neat in appearance, clean and painted. The County will furnish the areas County owned furniture. The office must have Wi-Fi/internet access, phones and phonelines, HVAC system and two private bathrooms for staff, with one being ADA compliant. One garage bay shall have the task force owned vehicle lift installed by the vendor. Successful contractor will need to purchase and install an equal to or better lift to the one the County owns. This area shall also have a waiting area for the public that is separate and away from the inspection area. The location of the inspection site should be of significant size that vehicles waiting to be inspected will not be waiting on the public roadway and/or impede the flow of traffic. The contractor shall maintain an area for vehicles held for criminalistic and/or evidentiary examinations, a minimum of 1,400 sq. ft., 38' x 38'.

Investigation hold area shall:

1. Be compliant with TDLR regulations.
2. Have a fully enclosed structure and be capable of providing protection from the
3. natural elements and be well lit.
4. The investigative hold area's storage capacity shall be capable of holding two (2) vehicles (up to D class vehicles) at any one time.
5. The only persons authorized to enter an investigative hold area is the towing service provider employees and concerned law enforcement employees.
6. Garage employees shall not remove property from vehicles being held for criminalistic and/or evidentiary purposes.
7. Vehicles stored in an investigative hold area shall not be removed from the area until authorized by the responsible Task Force personnel/investigator.
8. Once an investigative hold has been released on a vehicle it shall be immediately removed from the investigative hold area.

Contracted vendor shall be responsible for grounds maintenance and janitorial services for the facility. Janitorial and cleaning services shall be provided daily to ensure the facility and office spaces are suitable to conduct business with members of the public and other law enforcement agencies. Grounds maintenance shall be scheduled accordingly to ensure service is conducted weekly during the growing season and as needed in the nongrowing season. The facility and the grounds shall be kept free of trash and debris and shall meet all municipal code compliance standards as applicable.

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Part IV: Lift Installation

The County will provide a vehicle lift that will need to be installed within a garage bay at the facility. The NTATTF will be responsible for the maintenance once the lift is installed. The vendor shall be responsible for the uninstallation from the current vendor's facility, transport to the awarded vendor's facility and installation of the vehicle lift. The uninstallation, transportation, and installation shall be performed by a certified vendor that can provide the services for this vehicle lift.

Four Post Lift – Model #T412L

- Max Capacity (LBS): 12,000
- Lifting Height: 6'
- Lift Height: 8' 6"
- Maximum Wheelbase: 16'
- Width Between Columns: 10'
- Track Width: 1' 6" (Standard) and 1' 10" (Optional Wide)
- Track Length: 17' 0"
- Ramp Length: 3'
- Lift Length: 20' 2"
- Lifting Speed: 60 Seconds
- Ship Weight (with Ramp): 2,500
- Power Unit 2HP/220 Volt/60 Cycle/Single Phase (Three Phase Optional)

Part V: Fees

Vendors will be responsible for collecting all fees associated with the towing, storage, and other fees. All fees must be listed out on Attachment A – Fee Schedule

Fees include, but are limited to:

1. Towing Fees
2. Daily Storage Fees
3. Impound Fees

Fees must be firm pricing.

III. Pre-Bid Meeting Schedule, Questions, and Inquiries

During the solicitation process bidders are required to limit their communication regarding this project to the Buyer referenced herein. A pre-bid meeting will be held by the County whereby the bidders will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The pre-bid meeting will be the only time when bidder and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be address through the County's purchasing platform, https://prod.bidsync.com/dallas_county_texas, to the assigned Buyer. 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.

Pre-bid conference February 13, 2023 at 10:00 a.m. (CST), the pre-bid meeting will be conducted through a conference call.

[Join Microsoft Teams Meeting](#) (right click to open hyperlink)

+1 469-208-1731 Dallas, United States (Toll)

Conference ID: 871 498 350#

The deadline for the submission of questions is on February 14, 2023 at 1:00 p.m. (CST) through BidSync.

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IV. Term and Commencement Date

This will be a five-year term contract commencing upon award by Commissioners Court, upon meeting any insurance.

V. Award Method

The County's intent is to award this solicitation in its entirety 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 bids will not be considered for award.

VI. Bid Submittal and Exception Requirements

To be considered for award, the bid response must be submitted by February 23, 2023 at 2:00 p.m. (CST). Bid responses shall be submitted electronically through BidSync, the County's online public solicitation platform https://prod.bidsync.com/dallas_county_texas. Although the County prefers submissions in electronic form, a bidder may elect to submit their bid in hard copy. To submit in hard copy, the vendor may deliver or ship to: Dallas County Purchasing Department, Records Building 500 Elm Street, Suite 5500, Dallas, Texas 75202. When submitting a bid in hard copy, the County requires **two (2)** duplicate hardcopies (one original and one copy) to be submitted.

Any exceptions to the specifications/scope of work and/or terms and conditions shall be included in the solicitation response and shall appear in its own tab. Exception shall reference the page number, section and language for which exception is taken. The County reserves the right to reject any exception not in the best interest to the County or may lead the bid to be considered nonresponsive and not considered for award.

Note: On April 27, 2020, Dallas County implemented a new public solicitation platform and will be posting all solicitations for goods, services, and construction through BidSync. Vendors seeking to do business with Dallas County will be required to register, https://prod.bidsync.com/dallas_county_texas. By registering, vendors will be able to receive solicitation notices, view open solicitations, and submit their response online to desired business opportunities.

VII. Communication

Upon release of the solicitation and during the process, vendors /firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact in relation to this solicitation with Dallas County employees, department heads and/or elected officials. Such contact may result in the vendor being disqualified. All questions and request for information related to this solicitation must be coordinated through Laura Ortiz.

All questions regarding this solicitation are to be submitted in writing to Laura Ortiz, Dallas County Purchasing Department via [Bidsync https://prod.bidsync.com/dallas_county_texas](https://prod.bidsync.com/dallas_county_texas), the County's procurement platform. If the bidder does not have access to the County's solicitation platform, the bidder may submit their questions in writing via email to (Buyer's email). Please reference the IFB Solicitation number in the subject of the email.

All questions, comments and requests for clarification must reference the IFB solicitation number on all correspondence to Dallas County. Any oral communications shall be considered unofficial and non-binding.

Solicitation Number No.: 2023-005-6972, Pre-Bid Meeting Date: February 13, 2023 at 10:00 a.m. (CST)
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Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

NOTE: All addendums and/or any other correspondence (general information, question and responses) to this IFB will be made available exclusively through the Dallas County website for retrieval. Bidders are solely responsible for frequently checking this website for updates to this IFB Addendums to this IFB can be located at the following web address: <http://www.dallascounty.org/department/purchasing/currentbids.php> (go to the appropriate IFB #, click on the appropriate hyperlink for viewing and/or downloading.)

VIII. Location and Invoicing

The County shall pay invoices in 30 days. In order for the County to pay invoices in 30 days, the vendor's invoice must be correct, and reflect the work or goods delivered to the County. The 30 days begin when the County has received a correct invoice reflecting the work or goods delivered. If the County receives an invoice that is not correct and/or reflective of work or goods that have been delivered, the County will request a corrected invoice and the 30-day period will begin once the correct invoice has been received. All work described in the vendor invoice must have been delivered in compliance with the terms of the contract.

Invoices shall be submitted monthly to the County for payment, unless both parties agree to alternative arrangement based on project milestones. Each invoice submitted for payment shall include, at a minimum, the following information:

- Name and address of the department for which services were provided
- Purchase order number
- Contact information of County staff who placed order (name, phone number, department)
- Date of order or Service
- Detailed description of each service
- Price good or services (charges for all services covered by this contract are to be separately stated and explained)
- Unit pricing
- Total cost of goods/services

Submitting invoices without the above information may cause delays in payment processing. Incorrect invoices or invoices sent to the wrong address will delay payment. Vendors who fail to follow these instructions risk having the contract with the County cancelled.

IX. Documents Submitted with Bid

1. Attachment S - Small Business Enterprise (SBE) Forms (mandatory must be submitted with bid).

X. Opening of Bids

Bid reading shall be conducted on February 23, 2023 at 2:30 p.m. (CST) on the day the bids are due. The reading will be conducted via a live meeting online. Bids will be publicly opened in compliance with public bid opening statutory requirements.

[Join Live Event](#) (right click to open hyperlink)
+1 469-208-1731 United States, Dallas (Toll)
Conference ID: 838 107 410#

XI. Review of Bids

1. The County will review bids complying with the due date and time to determine whether bids are responsive and responsible and whether the bid meets minimum requirements.
2. The County may conduct all necessary inquiries or investigations, including but not limited to, contacting references to verify the statements, documents, and information submitted in connection with the bid.
3. Please be aware that Dallas County may use sources of information not supplied by the bidder concerning the abilities to perform this work or meet the minimum requirements. Such sources may include current or past customers of the organization; current or past suppliers; articles from industry newsletters or other publications or from non-published sources made available to Dallas County.

XII. Bid Pricing

Bid pricing shall be firm for the entire contract unless otherwise stated herein. Costs not included or calculated in the applicable unit prices as bid will not be paid by the County, regardless of the intentions of the bidder when the bid was submitted and regardless that those costs were actually incurred.

XIII. Insurance Requirements

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

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

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

The policies may provide coverage, which contains deductibles or self-insured retention. Such deductibles 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.

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

- 1.1. Workers Compensations and Employer's Liability Insurance or self-insured employee in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all his employees assigned to operate or work under this Contract. In the event the Contractor elects to sublet any work, Contractor shall require Sub-Contractors to provide Workers' Compensation Insurance for all of the latter's employees unless the Contractor affords such employees protection. Contractors shall be responsible for workers' compensation insurance for subcontractors or sub-lessees who directly or indirectly provide service under Dallas County contract.

**Solicitation Number No.: 2023-005-6972, Pre-Bid Meeting Date: February 13, 2023 at 10:00 a.m. (CST)
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Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$500,000:

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

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

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

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

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

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

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

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

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

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

- a. Endorsement: Except Workers Compensation and Professional Liability, name Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage;
- b. Endorsement: Provide for thirty (30) days prior written notice will be given to the County for cancellation, non-renewal or material reduction/change in coverage provided under all policies, except in cases of cancellation for non-payment, in the event of which notice shall be provided as required by state law to Dallas County;

Solicitation Number No.: 2023-005-6972, Pre-Bid Meeting Date: February 13, 2023 at 10:00 a.m. (CST)
Project Title: Law Enforcement Towing and Storage Services, and Work Location, Bid Due Date: February 23, 2023 at 2:00 p.m. (CST)

- c. Endorsement: Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss;
- d. Provide for endorsement that the “other insurance” clause shall not apply to County where County is the additional insured on the policy;
- e. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of the contract is satisfactorily completed and formally accepted;
- f. All insurance coverage shall be on a per occurrence basis, if coverage is written on a claims-made basis, the retroactive date shall be prior to or coincide with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. The coverage shall be continuous for the duration of the contract agreement and for not less than two (2) years following the end of the contract agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the contract agreement;
- g. Contractor shall be solely responsible for the deductible and/or self-insured retention for any loss;
- h. Contractor insurance policies coverage shall be written on a primary basis and non-contributory with any other insurance coverages and/or self-insurance carried by Dallas County;
- i. Default/Cumulative Rights/Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract agreement are cumulative, and either Party’s use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages.
- j. Approval and acceptance of Contractor’s services and work by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor’s services or work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard;
- k. Contractor shall provide that all provisions of this contract agreement concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies;
- l. Contractor and their freight contractors must be prepared to show coverage verification prior to entering upon County premises;
- m. Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of this contract agreement, or cancellation of this contract agreement or both (Dallas County Commissioners Court Order 2003-1792, September 30, 2003);
- n. Insurance Certificates: The certificates of insurance shall list County as the certificate holder. Any and all copies of Certificates of Insurance shall reference any applicable (Bid Number, Commissioners Court Order Number, or contract number for which the insurance is being supplied). All insurance policies or duly executed certificates for the same required to be carried by Contractor under this contract agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: Dallas County Purchasing Agent located at 900 Jackson Street, 6th Floor, Suite 680, Dallas, Texas 75202; and
- o. All insurance required to be carried by Contractor or subcontractors under this contract agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County shall not relieve or decrease the liability of Contractor.

2. Insurance Lapse

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

XIV. Rejection or Acceptance of Bids

The County reserves the right to accept or reject in part or in whole any bids submitted. The Purchasing Agent will recommend to Commissioners Court award to the lowest responsive and responsible bidder as determined by the Purchasing Agent.

XV. Late and Withdrawn Bids

All bids must be submitted no later than the bid due date and time established by this solicitation. Bid arriving after the due date and time will not be accepted. Late bids delivered by carrier will be return to the bidder unopened.

A bidder has the right to withdraw their bid prior to the bid due date and time, thereafter, the bidder shall submit a formal request to the Dallas County Purchasing Agent requesting to withdraw their bid.

XVI. Confidentiality

Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response by the bidder. County cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Respondents who include information in a bid 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 bid "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 bid, the bidder 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 to Attorney General of Texas for final determination.

XVII. Disqualification of Bidders

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

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

XVIII. Permits Required by Law

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

XIX. Records and Audit

The Contractor shall keep accurate records of all components of invoices to the County as they relate to 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.

XX. Assignment of Contract

The Contractor 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 Contractor 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 Contractor shall therein cease and terminate, and the Contractor shall be declared in default.

XXI. Default by Contractor

The following events shall be deemed to be events of default by Contractor under the Contract:

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

In the event a default occurs, the Director shall give the Contractor 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 Contractor shall vacate the facility, if applicable, and shall have no right to further operate under the Contract.

The Contractor, 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.

XXII. Termination

The County may terminate this agreement in whole or in part by giving thirty days written notice thereof to Contractor. The County will compensate Contractor 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.

XXIII. Miscellaneous

1. After executing the contract or issuance of a purchase order, no consideration will be given to any claim of misunderstanding.
2. Bidders shall submit with their bid, the required Contractor's qualification statement with supporting information as stated herein along with all other supporting documentation requested.
3. Bidders shall thoroughly familiarize themselves with the provisions of these specifications/scope of work.
4. A bid may be disqualified if the corporation or individual bidder 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, bidders may be disqualified for poor prior performance on similar Contracts with other entities.
5. The Contractor agrees to abide by the rules and regulations as prescribed herein. The Contractor 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.
6. 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.
7. 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.
8. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the department director and/or Purchasing Agent or his authorized representative shall be final.

XXIV. Indemnity

The selected bidder agrees to defend, indemnify and hold the County, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the selected bidder's breach of any of the terms or provisions of the contract, or by any other negligent or strictly liable act or omission of the selected bidder, its officers, agents, employees, or subcontractors, in the performance of the contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of the selected bidder(s) and County, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Solicitation Number No.: 2023-005-6972, Pre-Bid Meeting Date: February 13, 2023 at 10:00 a.m. (CST)
Project Title: Law Enforcement Towing and Storage Services, and Work Location, Bid Due Date: February 23, 2023 at 2:00 p.m. (CST)

XXV. Development Costs

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

XXVI. Certificate of Interested Parties (Form 1295)

Section 2252.908 of the Texas Government Code: An Act Addressing Disclosure of Interested Parties.

Effective January 1, 2016, Dallas County, must comply with the "Disclosure of Interest Parties, requirements established under Section 2252.908 of the Texas Government Code as implemented by the Texas Ethics Commission. Briefly stated, all contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or that has a value of at least \$1 million will require the on-line completion of Form 1295 "Certificate of Interested Parties", in accordance with Texas Government Code Statute §2252.908. Form 1295 is also required for any and all contract amendments, extensions or renewals. All business entities are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Step 1: Business Entity completes Form 1295 in electronic format on the Texas Ethics Commission website: (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Step 2: Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download(s), print, sign(s) and notarize(s) Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form and have the form notarized.

Step 3: At the time of submission of the solicitation to Dallas County the Business Entity must submit the completed notarized Form 1295 with the Certification of Filing with their contract (i.e.: bid, rfp, rfq, soq, etc.) to Dallas County. Upon receipt, Dallas County may proceed with the award and/or execution of the contract.

Step 4: Not later than the 30th day after the date the contract has been signed by all parties, Dallas County must notify the Texas Ethics Commission (in electronic format) of the receipt of (1) Form 1295, and (2) the Certification of Filing.

Step 5: Not later than the 7th business day after receipt of the above notice, Texas Ethics Commission makes the disclosure available to the public by posting the disclosure on its website.

County Offices and Departments submitting contracts to Commissioners Court for award/execution are responsible for acknowledging and filing the Form 1295.

Definitions:

(a) "Contract" includes an amended, extended, or renewed contract.

(b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

Solicitation Number No.: 2023-005-6972, Pre-Bid Meeting Date: February 13, 2023 at 10:00 a.m. (CST)
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(c)“Controlling interest” In accordance with the Texas Ethics Commission, Chapter 46.3(c) and applicable to Texas Government Code §2252.908 - (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d)“Interested party” (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e)“Intermediary” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

To obtain additional information on Section 2252 and to learn more about the Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

Instructional Videos for Business Entities on how to file online can be found at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

XXVII. Conflict of Interest

No County elected or appointed official or representative, or any employees 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, goods or services, except on behalf of the County as an official or employee. Any violation of this Section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render this Agreement involved voidable by the Commissioners Court of Dallas County. It is the responsibility of Contractor during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Contractor covenants that neither it nor any member of its corporation presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by Contractor.

XXVIII. Small Business Enterprise (SBE) Program

See Attachment S – Small Business Enterprise Program (SBE) and SBE forms