Solicitation IFB 2023-039-6976

Lew Sterrett IPTV Systems Upgrade

Bid Designation: Public

Dallas County Purchasing
Bid IFB 2023-039-6976
Lew Sterrett IPTV Systems Upgrade

Bid Number: IFB 2023-039-6976
Bid Title: Lew Sterrett IPTV Systems Upgrade

Bid Start Date: Aug 3, 2023 9:56:23 AM CDT
Bid End Date: Sep 14, 2023 2:00:00 PM CDT
Question & Answer End Date: Aug 25, 2023 2:00:00 PM CDT

Bid Contact: Benedict Parks
Buyer
Purchasing
214-653-5639
benedict.parks@dallascounty.org

Contract Duration: One Time Purchase
Contract Renewal: Not Applicable
Prices Good for: 30 days
Pre-Bid Conference: Aug 11, 2023 10:00:00 AM CDT
Attendance is mandatory
Location: Lew Sterrett Justice Center 111 Commerce Street, Dallas, TX 75202

Bid Comments:
Due to the secure nature of the facility, the drawings and specifications for this project will not be made publicly available. Drawings and specifications may be viewed Monday through Friday 8:00am – 4:00pm at the Dallas County Records Building 500 Elm Street Suite 5500, Dallas, TX 75202.

Pre-bid conferences will be held on 8/11/2023 at 10:00am a.m. (CST) and 8/18/2023 at 10:00 a.m. (CST), the pre-bid meetings will be conducted in person at the following address:
Lew Sterrett Justice Center 111 Commerce Street, Dallas, TX 75202

Attendance at one of the pre-bids shall be mandatory for all vendors. Any vendor that submits a bid without attending one of the pre-bids shall be considered non-responsive.

Vendors are strongly encouraged to arrive early as they will need to receive a guest badge from the Sheriff’s Department before they can enter the jail. Each representative will need to provide a driver’s license or other form of identification to receive a badge. We will be escorted by the Sheriff’s Department throughout the jail and will move as a group to review the different parts of the facilities included in the project.

No electronic devices will be permitted in the secure area and there will be no place to store them at the jail. You will have to take your devices back to your car if you bring them with you.

Bid reading shall be conducted at 2:30pm (CST) on the day the bids are due. The reading will be conducted via a live meeting online at

Microsoft Teams:
Join live event
Join as producer or presenter when it’s time for the live event. Do not forward this invite to the attendees.
+1 469-208-1731 United States, Dallas (Toll)
Conference ID: 130 287 506#
Local numbers | Reset PIN
<table>
<thead>
<tr>
<th>Item</th>
<th>IFB 2023-039-6976-01-01 - North Tower Base Bid</th>
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<td>Delivery Location</td>
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Dallas County Purchasing

500 Elm Street, Suite 5500
Dallas TX 75202

Qty 1
### Description

**Building B Base Bid**

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</table>

**Description**

Alternate # 1 Scope of Work

Contractor is to price and include within their scope of work and bid an additional three (3) displays per floor at a location "to be determined" by Dallas County. These additional three (3) displays are not indicated on the floor plans, their location is "to be determined". Final locations will be determined by Dallas County during the build out phase. Refer to Specification section 274116.

Each Floor to include:

1) Three (3) Displays (Two 65" displays and one 43" display).
2) Associated taps / trunks and labor.
3) Provisional pricing for 200' run of horizontal coaxial cabling; per display (600 linear feet total per floor).
4) One (1) Contemporary Research ICC1-232 Display Controller; per display (total of 3 per floor)
5) One (1) mount; per display (Total of 3 per floor)

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<thead>
<tr>
<th>Item</th>
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<td>Delivery Location</td>
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Dallas County Purchasing

Dallas County Purchasing

Dallas TX 75202
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<tr>
<th>Item</th>
<th>IFB 2023-039-6976-01-08 - Building B Alternate # 1</th>
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<td>Unit Price</td>
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<th>IFB 2023-039-6976-01-09 - North Tower Alternate # 2</th>
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Description
Alternate # 2 Scope of Work
Contractor is to price replacement of all existing displays (units only). All racks, equipment, cabling, labor, etc. for the project, at each location as shown and specified is part of the base bid as indicated in the contract documents. Refer to Specification section 274116.

<table>
<thead>
<tr>
<th>Item</th>
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8/3/2023 8:57 AM
### Delivery Location
Dallas County Purchasing
500 Elm Street, Suite 5500
Dallas TX 75202

### Description
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<table>
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<tr>
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<th>Description</th>
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<td>Contractor is to price replacement of all existing displays (units only). All racks, equipment, cabling, labor, etc. for the project, at each location as shown and specified is part of the base bid as indicated in the contract documents. Refer to Specification section 274116.</td>
<td>1 lump sum</td>
<td></td>
<td>Dallas County Purchasing</td>
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<tr>
<td>IFB 2023-039-6976-01-12 - Building B Alternate # 2</td>
<td>Contractor is to price replacement of all existing displays (units only). All racks, equipment, cabling, labor, etc. for the project, at each location as shown and specified is part of the base bid as indicated in the contract documents. Refer to Specification section 274116.</td>
<td>1 lump sum</td>
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<td>IFB 2023-039-6976-01-13 - Labor and materials cost for horizontal coaxial cabling run (per linear foot)</td>
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<td>IFB 2023-039-6976-01-15 - Bid Bond</td>
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<tr>
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Description
Submit bid bond here.
Solicitation Number No.: 2023-039-6976, Pre-Bid Meeting Date: 8/11/2023 at 10:00AM and 8/18/2023 at 10:00AM
Project Title: Lew Sterrett IPTV Systems Upgrade, Bid Due Date: 9/14/2023

INVITATION FOR BID Lew Sterrett IPTV Systems Upgrade
Scope of Work/Specifications

I. Introduction, Purpose and Intent

This project will be a one-time construction contract for the upgrade and replacement of the television content distribution system for the North Tower, West Tower, South Tower, and Building B of the Lew Sterrett Jail Campus. The system will include infrastructure fiber, coaxial cabling, modulators, combiners, taps, various source devices, control processors, etc., as outlined herein. Work will be performed while the buildings are still occupied and under the constraints of a secure location.

II. Specifications

Due to the secure nature of the facility, the drawings and specifications for this project will not be made publicly available. Drawings and specifications may be viewed Monday through Friday 8:00am – 4:00pm at the Dallas County Records Building 500 Elm Street Suite 5500, Dallas, TX 75202.

III. References

Dallas County requests reference letters from at least three sources/customers where the bidder has provided services of similar size and scope for all solicitations that will result in services.

IV. 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 conferences will be held on 8/11/2023 at 10:00am (CST) and 8/18/2023 at 10:00 a.m. (CST), the pre-bid meetings will be conducted in person at the following address:

Lew Sterrett Justice Center 111 Commerce Street, Dallas, TX 75202

The deadline for the submission of questions is on 8/25/2023 at 2:00 p.m. (CST) through BidSync.
Solicitation Number No.: 2023-039-6976, Pre-Bid Meeting Date: 8/11/2023 at 10:00AM and 8/18/2023 at 10:00AM
Project Title: Lew Sterrett IPTV Systems Upgrade, Bid Due Date: 9/14/2023

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V. Term and Commencement Date

This will be a one-time construction contract commencing upon award by Commissioners Court, upon meeting any insurance and/or bonding requirements (if applicable) and/or fully executing the contract (if applicable).

VI. 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.

Upon expiration of the Contract, the Contractor agrees to hold over under the terms and conditions of this contract for such a period of time as is reasonably necessary to re-solicit (not to exceed 90 calendar days unless mutually agreed on in writing).

VII. Bid Submittal and Exception Requirements

To be considered for award, the bid response must be submitted by 9/14/2023 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,
Solicitation Number No.: 2023-039-6976, Pre-Bid Meeting Date: 8/11/2023 at 10:00AM and 8/18/2023 at 10:00AM  
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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, use this link to begin your registration. [https://prod.bidsync.com/dallas_county_texas](https://prod.bidsync.com/dallas_county_texas). By registering, vendors will be able to receive, at no cost, solicitation notices, view open solicitations, and submit their response online to desired business opportunities.

VIII. 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 or participate in any type of 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 Benedict Parks.

All questions regarding this solicitation are to be submitted in writing to Benedict Parks, 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 benedict.parks@dallascounty.org. 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.

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 addenda 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. Addenda can be located at the following web address: [http://www.dallascounty.org/department/purchasing/currentbids.php](http://www.dallascounty.org/department/purchasing/currentbids.php) (go to the appropriate IFB number, click on the appropriate hyperlink to view and/or download solicitation.)

IX. 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 of good or services (charges for all services covered by PO/contract are to be separately stated and explained
- Unit pricing
- Total cost of goods/services

Submitting invoices without the above information will cause delays in payment processing. The County will not be responsible for payment delays due incorrect invoices or invoices sent to the wrong address.

X. Documents Submitted with Bid

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

XI. Opening of Bids

Bid reading shall be conducted at 2:30pm (CST) on the day the bids are due. The reading will be conducted via a live meeting online at Microsoft Teams:

Join live event
Join as producer or presenter when it's time for the live event.
Do not forward this invite to the attendees.

+1 469-208-1731 United States, Dallas (Toll)
Conference ID: 130 287 506#
XII. 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.

XIII. Bid Pricing

1. 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.

XIV. 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.

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:

- Waiver of Subrogation
- 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:

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

1.4. Builders Risk Insurance: Contractor shall maintain during the term of this contract, at its own expense, All Builders Risk Insurance in the amount equal to one hundred percent (100%) of the initial contract amount plus values of subsequent modifications and change orders. Covered perils shall include, but not be limited to: Contractor’s labor and workmanship, materials, fixtures, equipment, defects, fire, wind, lightning, and other weather related hazards, damage, extended coverage, vandalism, and malicious mischief, and theft.

Policies under this Section are subject to the laws of the State of Texas and include the following endorsements in favor of Dallas County.

a. Name Dallas County as loss payee as its interest may appear
b. Thirty (30) day Notice of Cancellation

1.5. Bid Security or Bid Bond (for contracts in excess of $100,000): All bids shall be accompanied by a cashier's check, certified check, or a bid bond in an amount of not less than five percent (5%) of the total bid. All cashier’s check or certified check shall made payable without conditions to Dallas County and must reference the IFB number on the check or bond. Bid bond executed by a solvent corporate surety or corporate sureties which are on the approved list of the United States Department of Treasury (Federal register Circular 570 - "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies", Sections 9304 through 9308 of Title 31 of the United States Code. Surety Companies Acceptable on Federal Bonds. The Surety must also be duly authorized to do business in the State of Texas.

1.6. Performance Bond (for contracts in excess of $100,000): Contractor within ten (10) days after contract award or prior to the commencement of any work or delivery services under this contract Contractor shall furnish to the County a Performance Bond in the amount equal to one hundred percent (100%) of the contract amount, executed by a solvent corporate surety or corporate sureties which are on the approved list of the United States Department of Treasury (Federal register Circular 570 - "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies", Sections 9304 through 9308
of Title 31 of the United States Code. Surety Companies Acceptable on Federal Bonds. The Surety must also be duly authorized to do business in the State of Texas.

1.7. Payment or Material and Labor Bond (for contracts in excess of $25,000): Contractor within ten (10) days after contract award or prior to the commencement of any work or delivery services under this contract Contractor shall furnish to the County a Payment or Material and Labor Bond in the amount equal to one hundred percent (100%) of the contract amount, executed by a solvent corporate surety or corporate sureties which are on the approved list of the United States Department of Treasury (Federal register Circular 570 - "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies", Sections 9304 through 9308 of Title 31 of the United States Code. Surety Companies Acceptable on Federal Bonds. The Surety must also be duly authorized to do business in the State of Texas. The bonds must clearly and prominently display on the bond or on an attachment to the bond the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent, or the toll-free telephone number maintained by the Texas Department of Insurance under Chapter 521.051 of the Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free telephone number.

In the event the contract is prematurely terminated due to Contractor’s breach and/or nonperformance of the contract, the County reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, County will seek its attorney’s fees and costs of suit from Contractor which amount Contractor shall pay in the event that County prevails in such action.

All bonds shall be delivered to the Dallas County Purchasing Agent located at 500 Elm Street, 5th Floor, Suite 5500, Dallas, Texas 75202. No work shall be authorized until the bond has been submitted to Dallas County Purchasing Agent.

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;

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 500 Elm Street, Suite 5500, Dallas, Texas 75202; and
Solicitation Number No.: 2023-039-6976, Pre-Bid Meeting Date: 8/11/2023 at 10:00AM and 8/18/2023 at 10:00AM
Project Title: Lew Sterrett IPTV Systems Upgrade, Bid Due Date: 9/14/2023

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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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

XIX. 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.

XX. 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.

XXI. 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.

XXII. Default by Contractor

The following events shall be deemed to be events of default by Contractor under the Contract:
Solicitation Number No.: 2023-039-6976, Pre-Bid Meeting Date: 8/11/2023 at 10:00AM and 8/18/2023 at 10:00AM
Project Title: Lew Sterrett IPTV Systems Upgrade, Bid Due Date: 9/14/2023

- 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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.
XXVII. Certificate of Interested Parties (Form 1295)


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](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.

(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

XXVIII. Davis-Bacon Act / Prevailing Wage Fair Labor Standards

XV. Fair Labor Standards
The selected firm shall comply with all applicable provisions of the federal fair labor standards act and shall indemnify, defend, and hold harmless the county and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the federal fair labor standards act, for work performed by the contractor’s employees for which the county may be found jointly or solely liable.
Prevailing Wage Rate
The selected bidder will be required to pay not less than the prevailing wage of the various classes of labor. This determination of prevailing wages shall not be construed to prohibit the payment of more than the rate named. Under no condition shall any laborer, workman or mechanic employed on this job be paid less than the minimum wage scale as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

The selected bidder must comply with all applicable state and federal laws, including but not limited to laws concerned with labor, equal employment opportunity, safety and minimum wage. The selected bidder shall post the applicable Prevailing Wage Rate Determination in a prominent, easily accessible place at the work site. To ensure that the selected bidder, and/or subcontractors are paying the posted specified rates (to include fringe benefits when applicable), to all classifications of workers, mechanics and laborers, the County reserves the right to perform "spot labor interviews" and/or examine payroll information.

XXIX. 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.

XXX. Small Business Enterprise (SBE) Program

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

ATTACHMENT S
SBE PROGRAM AND FORMS
7.0 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

7.1 Definitions.

7.1.1. The term “Commercially Useful Function” is defined as a business that is directly responsible for providing the supplies or services to Dallas County as required by the solicitation or request quotes, bids or proposals. A firm is considered to perform a commercially useful function when responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. Example: a business that stocks sufficient quantities of supplies in direct inventory which is being held for sale or resale, to cover anticipated future demands for the suppliers is considered to be performing a commercially useful function.

7.1.2. A “Contractor” is defined as one who participates, through a contract or any other contractual agreement in a County funded contract opportunity for work, labor, services, supplies, equipment, materials, goods or any combination of the aforementioned. For purposes of this Section, a Contractor is any individual, company, or other entity seeking to do work for Dallas County regardless of the method used to procure the services or products, including but not limited to bid or solicitation. A Contractor includes but is not limited to a contractor, consultant, or vendor.

7.1.3. The term “Director of Small Business Enterprise” shall mean the Director of the County’s Office of Small Business Enterprise and/or her/his designee.

7.1.4. The term “Contract Administration” shall mean the County Purchasing Department and/or his or her designee.

7.1.5. The “Contract Administration Supervisor” shall mean the Purchasing Director and/or his or her designee.

7.1.6. Equal Employment Opportunity Requirements. It is the policy of Dallas County to ensure nondiscrimination in the award and administration of contracts. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, disability, veteran status, religion, or sex in the performance of any Dallas County contract.

7.1.7. Good Faith Effort Plan. The plan submitted with a Submittal detailing the Respondent’s efforts to achieve the set aspirational goal or documenting the Good Faith Efforts to meet the goals for all elements the Solicitation. A Good Faith Effort Plan must be submitted with a Submittal for any Dallas County projects in which goals have been established.

7.1.8. Metropolitan Statistical Area (MSA). The Dallas County MSA includes the following counties: Dallas, Tarrant, Denton and Collin.

7.1.9. Small Business Enterprise. It is the policy of Dallas County to support the growth and development of Small Business Enterprise (“SBE”) and ensure that SBEs have an equal opportunity to compete for and participate in Dallas County contracts. Thus, Dallas County Commissioners Court has created the
Office of Small Business Enterprise to establish and oversee a Diversity Program to ensure that SBEs have an equal opportunity to compete for and participate in Dallas County contracts. It is Dallas County’s intent to:

- Ensure nondiscrimination in the award and administration of Dallas County contracts;
- Create a level playing field on which small businesses can compete fairly for Dallas County contracts; and
- Ensure that only firms who attempt in good faith to meet the SBE good faith efforts are considered for applicable contract awards.

Consequently, the contractor shall carry out applicable requirements of the good faith effort in its proposal/bid hereunder and, if awarded the contract, the award and administration of the Contract.

### 7.2 SBE Goals, Good Faith Efforts and Eligibility.

The Director of Small Business Enterprise and the Contract Administration Supervisor sets the annual SBE participation contracting/subcontracting aspirational SBE goals for each contract. The contracting/subcontracting goals for this contract will be based on meeting or exceeding the **minimum aspirational SBE goal of 40%**, unless good cause exists for failing to meet the goal. The SBE aspirational goal is based on the total dollar amount of the contract.

To be recognized as an SBE, firms (contractors and/or subcontractors):

a) Must be certified as an SBE by the following County approved entities: North Texas Regional Certification Agency (NCTRCA), DFW Minority Supplier Development Council and/or the Women’s Business Council of Southwest, at the time of the proposal/bid submission. Other certifications are not acceptable;

b) To be recognized by the County as a **qualified SBE firm**, as defined pursuant to Section 3 of the Small Business Act and relevant regulations, an SBE is a firm for which the gross revenues or number of employees averaged over the past three years, inclusive of any affiliates, is as defined by 13 C.F.R. Sec. 121.201; and

c) Must also perform a commercially useful function on the project and have a local presence in Dallas County Metropolitan Statistical Area (MSA) in order to be counted for SBE points. The MSA includes the following counties: Dallas, Tarrant, Denton and Collin.

### 7.3 Utilization

The aspirational SBE or certified sub-contractor goal is expressed as a percentage of the total dollar amount of the contract going to SBE or certified Sub-Contractor for those areas which the Contractor has sub-contracted or anticipates sub-contracting. The aspirational goal shall also apply to contract amendments that require work beyond the scope of services originally required to accomplish the project.

The Respondent agrees to employ good faith efforts through the award of subcontractors to eligible SBEs and certified firms to the fullest extent possible.

Dallas County’s Good Faith Effort Plan (GFEP) will be used to document SBE participation. However, all subcontractors and/or suppliers, whether certified or not, must be listed in the GFEP. The information provided
in the GFEP Form will be utilized in the development of the final contract/agreement. The GFEP Form can be found in the attachments. This form is required and considered to be a part of the response to the IFB.

Should the Good Faith Effort Plan or any of the specified documents listed below be incomplete, not signed, and/or not submitted, the bid can be deemed non-responsive.

7.4 Each Contractor must include with its proposal/bid, the following documents:

- Completed and signed **Good Faith Effort Plan**, executed by an authorized representative;
- Completed and signed **Small Business Utilization Affidavit**, executed by an authorized representative; and
- A signed and executed **Subcontractor Intent Form**, executed by an authorized representative (prime and subcontractor).

**Note:** All forms must be complete in their entirety and submitted as part of a Respondent’s submittal.

The County reserves the right to accept or reject any certified firm and in its sole discretion is not bound by the certifying bodies’ determination, if the County has a concern regarding the eligibility of the firm to meet SBE guidelines or standards. A Contractor whose proposed certified firm is rejected may contest in writing to the Office of Small Business Enterprise, in accordance with the SBE Policy. The denial of SBE certification by the Office of Small Business Enterprise is excluded from the Dallas County Purchasing Code of Ethics Protests Procedure and is exclusively governed by the appeal process set forth in the SBE Policy.

7.5 **SBE Reporting.** The Contractor and its subcontractors are required to electronically submit subcontractor payment information using the County’s Compliance Reporting System (CRS), accessed through a link on the Dallas County SBE webpage. The Contractor and all subcontractors will be provided a unique log-in credential and password to access Compliance Reporting System.

Training on the use of the system will be provided by both Dallas County’s CRS Support Staff and by the Office for Small Business Enterprise. Additional information and free online training for CRS can be found at [https://dallascounty.diversitycompliance.com](https://dallascounty.diversitycompliance.com). After the prime receives payment from the County, electronic submittals will require data entry of the amount paid to each subcontractor listed on the Contractor’s Good Faith Effort Plan.

7.6 **Contracting.** If awarded the contract, the Contractor agrees to be bound by the policies and guidelines set forth in the County’s SBE Policy, which may be incorporated into the contract. If a conflict exists between the SBE section of the solicitation and the County SBE Policy, the language in the solicitation governs.
MANDATORY
SBE SOLICITATION ATTACHMENTS
SMALL BUSINESS UTILIZATION AFFIDAVIT

It is the policy of Dallas County to encourage the inclusion of qualified Small Business Enterprises (SBEs) to the greatest extent feasible on the County’s construction, procurement and professional services contracts. Neither the County, nor its Contractors and their subcontractors shall discriminate on the basis of race, age, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, Dallas County has adopted the Small Business Enterprise Policy for all County contracts.

**Small Business Enterprise Participation Goals**

The solicitation bidding plan establishes subcontracting goals and requirements for all prospective bidders to ensure reasonable degree of SBE meaningful business utilization and participation in County contracts. It is the goal of Dallas County that a certain percentage of work under each contract be executed by one or more SBEs. For the purposes of participation percentages, Dallas County does not include amounts paid to the prime by the sub-contractor.

The apparent proposer shall agree to meet the established goals or must demonstrate and document a “good faith effort” to include SBEs in subcontracting opportunities. The apparent proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from SBEs may be denied award of the contract by Dallas County based on the contractor’s failure to be a “responsive” or “responsible” bidder.

By signing below, I agree to provide Dallas County, Small Business Enterprise Department a completed copy of all required forms. I understand that, for the purpose of SBE subcontracting participation, any amounts paid to the prime from the sub-contractor should not be included in the above listed participation amount. Finally, I understand that if I fail to provide all of the required documents within five (5) business days after notification, my bid may be deemed “non-responsive” and I may be denied award of the contract.

Solicitation Number: __________________________  Company Name: ________________________________

____________________________________________________ _______________________________________
Typed or Printed Name of Certifying Official of Company     Date

____________________________________________________ _______________________________________
Signature of Certifying Official of Company     Title
DALLAS COUNTY
GOOD FAITH EFFORT PLAN

Project Name: ______________________________________________________________ Solicitation #: _________________________________

Firm Name: _________________________________________________________________________________________________________________________

Address:  _____________________________________________   City: ___________________ State: _____________ Zip: ____________

Contact Person: _________________________ Phone#: ___________________ Email Address: ______________________________________________

Is Your Firm Certified: No _______ Yes______    SBE Certification#: ______________________________________________

Certifying Agency:  NCTRCA _____ WBC-Southwest _____ DFW Minority Supplier Development _____ TOTAL BID AMOUNT: $___________________

1. Did you meet with a staff member from the Small Business Enterprise Department?

   YES _____ NO_____   Name of staff member: ___________________________________________________________________________________

2. Did you utilize a current Dallas County SBE vendor list for this project?

   YES____   NO____   Date of Listing: ____________________________________________________________________________________

3. Did you provide plans and specifications, bids or proposals to potential SBEs or information regarding the location of plans and specifications, bids, or proposals for this project?

   YES____   NO____

4. If SBE bids and proposals were received and rejected, you must attach documentation of the received bid and the reason for rejections? (i.e. letters, memos, telephone calls, meeting, etc.)

5. Complete the attached Documentation Form (s) to further explain good faith efforts to obtain SBE participation on this project. If there is written documentation of efforts with SBEs who responded affirmatively to the bidder’s written notice, please attach documentation (i.e. quotes, or e-mails).
DALLAS COUNTY
GOOD FAITH EFFORT PLAN

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Solicitation #:</th>
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<tr>
<th>Firm Name &amp; SBE Certification #</th>
<th>Person Contacted &amp; Date</th>
<th>Address</th>
<th>Telephone &amp; Email Address</th>
<th>Types of Work</th>
<th>Ethnicity/Gender</th>
<th>Local or Non-Local</th>
<th>Percent (%)</th>
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Total Proposed SBE

Please use the form(s) below if additional space is needed. Intentional misrepresentation could result in criminal prosecution.

Officer’s Signature: ___________________________ Title: ___________________________ Date: ___________________________

Printed Name: ___________________________
### DALLAS COUNTY
#### GOOD FAITH EFFORT PLAN

<table>
<thead>
<tr>
<th>Firm Name &amp; SBE Certification #</th>
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</table>

**Total Proposed SBE Percentage:**

Please use the form(s) below if additional space is needed. Intentional misrepresentation could result in criminal prosecution.

**Office’s Signature:**

Signature: ___________________________  Title: ___________________________  Date: ___________________________

**Printed Name:**

Name: ___________________________
DALLAS COUNTY
SUBCONTRACTOR INTENT FORM

To: Dallas County - Small Business Enterprise Department Date: _____________________

Project Name: ___________________________________________________ Solicitation #: __________________________________

______________________________________________________________________________________________________

will provide the following good(s)/service(s):

SBE subcontractor on the project

__________________________________________________________________________________________________________________________________________

to _______________________________________________________________________

Prime Contractor on the project

SBE subcontractor is currently certified by the following agency: ___________________________________________________

SBE Certification #: _________________________________________________ (Certification must be kept current/valid for the entire duration of this contract. Failure to comply with this provision could be subject to removal from contract.)

For the purposes of SBE subcontracting participation, Dallas County does not include amounts paid to the prime by the sub-contractor.

Total Contract Amount for prime: $_____________________ _____ NCTRCA

_____ DFWMSDC

SBE Sub Participation Amount: $_____________________ _________________% _____ WBC-SW

The undersigned intends to enter into a formal agreement with the subcontractor listed, conditioned upon being awarded the Dallas County contract. The undersigned understands that, for the purpose of SBE subcontracting participation, any amounts paid to the prime from the sub-contractor should not be included in the above listed participation amount. Finally, before any subcontractor changes are made, the prime contractor must submit to the Small Business Department for approval, a change of SBE sub-contractor/supplier form prior to any changes. Failure to comply with these provisions could result in termination of the contract, sanctions against the prime contractor, and/or ineligibility for future Dallas County contracts.

_____________________________   _________________________________
Officer’s Signature (Prime Contractor)     Officer’s Signature (SBE Sub-contractor)

_____________________________   _________________________________
Printed Name (Prime Contractor)      Printed Name (SBE Sub-contractor)

_____________________________   _________________________________
Title (Prime Contractor)       Title (SBE Sub-contractor)

_____________________________   _________________________________
Date        Date

Please select or list all Chambers or Advocacy groups you are a member of:

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<th>Prime</th>
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<tr>
<td>Greater Dallas Asian American Chamber of Commerce</td>
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<tr>
<td>Greater Dallas Black Chamber of Commerce</td>
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<tr>
<td>Greater Dallas Hispanic Chamber of Commerce</td>
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<tr>
<td>U.S. Pan Asian American Chamber of Commerce</td>
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<tr>
<td>Asian Contractors Association</td>
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<tr>
<td>Regional Black Contractors Association</td>
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<td>Regional Hispanic Contractors Association</td>
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<tr>
<td>Company Name</td>
<td>Website</td>
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<td>Griffin Electrical Group, LLC</td>
<td>griffinelectricalgroup.com</td>
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<tr>
<td>GLF Group Inc.</td>
<td>glfgroup.com</td>
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<tr>
<td>E-2 Electrical Group</td>
<td>e2electrical.com</td>
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<td>EMF Power Electronics</td>
<td>emfpowerelectronics.com</td>
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<tr>
<td>D.J. Head Company Inc.</td>
<td>djheadcompany.com</td>
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<tr>
<td>CBS Mechanical Services Inc. dba CBS Mechanical Services Inc</td>
<td>cbsmechanicalservices.com</td>
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<tr>
<td>CTE Industries LLC</td>
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<tr>
<td>C.J. Hood Company Inc.</td>
<td>cjhoodcompany.com</td>
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<td>Charley Hood, Inc.</td>
<td>charleyhood.com</td>
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<td>Cloudscape Technologies LLC</td>
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<td>South Tower Base Bid</td>
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<tr>
<td>4</td>
<td>Building B Based Bid</td>
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</table>

Base Bid Total:

Alternate # 1 Scope of Work
Contractor is to price and include within their scope of work and bid an additional three (3) location “to be determined” by Dallas County. These additional three (3) displays are not in plans, there location is “to be determined”. Final locations will be determined by Dallas County during the build out phase. Refer to Specification section 274116.

Each Floor to include:
1) Three (3) Displays (Two 65” displays and one 43” display).
2) Associated taps / trunks and labor.
3) Provisional pricing for 200’ run of horizontal coaxial cabling; per display (600 linear feet total per floor).
4) One (1) Contemporary Research ICC1-232 Display Controller; per display (total of 3 per floor).
5) One (1) mount; per display (Total of 3 per floor).

Alternate # 1 Total:

Alternate # 2 Scope of Work
Contractor is to price replacement of all existing displays (units only). All racks, equipment, the project, at each location as shown and specified is part of the base bid as indicated in the project. Refer to Specification section 274116.

Alternate # 2 Total:

Project Grand Total (with alternates):

13 Labor and materials cost for horizontal coaxial cabling run (per linear foot)
Alternate # 1 Scope of Work

Contractor is to price and include within their scope of work and bid an additional three (3) displays per floor at a location “to be determined” by Dallas County. These additional three (3) displays are not indicated on the floor plans, their location is “to be determined”. Final locations will be determined by Dallas County during the build out phase. Refer to Specification section 274116.

Each Floor to include:
1) Three (3) Displays (Two 65” displays and one 43” display).
2) Associated taps / trunks and labor.
3) Provisional pricing for 200’ run of horizontal coaxial cabling; per display (600 linear feet total per floor).
4) One (1) Contemporary Research ICC1-232 Display Controller; per display (total of 3 per floor)
5) One (1) mount; per display (Total of 3 per floor)

Alternate # 2 Scope of Work

Contractor is to price replacement of all existing displays (units only). All racks, equipment, cabling, labor, etc. for the project, at each location as shown and specified is part of the base bid as indicated in the contract documents. Refer to Specification section 274116.
Question and Answers for Bid #IFB 2023-039-6976 - Lew Sterrett IPTV Systems Upgrade

<table>
<thead>
<tr>
<th>Overall Bid Questions</th>
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<td>Question Deadline: Aug 25, 2023 2:00:00 PM CDT</td>
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