

# **Solicitation 2024-016-7003**

## **RFP for Radiation Safety Officer Services**

### **Bid Designation: Public**



**Dallas County Purchasing**

**Bid 2024-016-7003**  
**RFP for Radiation Safety Officer Services**

Bid Number **2024-016-7003**  
Bid Title **RFP for Radiation Safety Officer Services**

Bid Start Date **Mar 14, 2024 7:32:16 AM CDT**  
Bid End Date **Apr 18, 2024 2:00:00 PM CDT**  
Question & Answer End Date **Apr 2, 2024 12:00:00 PM CDT**

Bid Contact **January Calhoun**  
**Senior Contracts Specialist**  
**Purchasing**  
**214-653-7618**  
**january.calhoun@dallascounty.org**

Contract Duration **5 years**  
Contract Renewal **Not Applicable**  
Prices Good for **120 days**  
Pre-Bid Conference **Mar 26, 2024 10:00:00 AM CDT**

**Attendance is optional**  
**Location: The pre-proposal meeting will be held on March 26, 2024, at 10:00 a.m. (CST), and will be conducted via a live online meeting:**

**Join on your computer, mobile app or room device.**

**Meeting link: [https://gcc02.safelinks.protection.outlook.com/ap/t-59584e83/?url=https%3A%2F%2Fteams.microsoft.com%2F%2Fmeetup-join%2F19%253ameeting\\_MG1N1391faa5311ac%2522%257d&data=05%7C02%7CJanuary.Calhoun%40dallascounty.org%7C2e1e49d3065a4d7373cf08dc3ebd2e40%7C51adcfad72f1479cb28f52412e04014b%7C](https://gcc02.safelinks.protection.outlook.com/ap/t-59584e83/?url=https%3A%2F%2Fteams.microsoft.com%2F%2Fmeetup-join%2F19%253ameeting_MG1N1391faa5311ac%2522%257d&data=05%7C02%7CJanuary.Calhoun%40dallascounty.org%7C2e1e49d3065a4d7373cf08dc3ebd2e40%7C51adcfad72f1479cb28f52412e04014b%7C)**

**Meeting ID: 211 841 393 968**  
**Passcode: 5GKU2n**

**Or call in (audio only)**  
**+1 469-208-1731,199426760#**  
**United States, Dallas**  
**Phone Conference ID: 199 426 760#**

Bid Comments **Dallas County (hereinafter "County") is requesting proposals from experienced and qualified individuals to establish a service price agreement for Radiation Safety Officer (RSO) se**  
**DCHHS is a nationally accredited public health department responsible for providing health and social services that protect the health and well-being of over 2.6 million people that**  
**The DCHHS Tuberculosis (TB) Clinic performs various types of TB tests in the prevention and control of Tuberculosis. This includes medical evaluations through chest x-ray for ind**  
**the safety of the general public as well as the operators of x-ray equipment. There are currently three (3) pieces of x-ray equipment in the Tuberculosis (TB) Clinic as follows:**  
**Carestream – Trimax 14X17 CSI**  
**SourceRay – SR-130**  
**Summit Industries Inc. – Rad System**  
**Please review the RFP document for further details and for instructions on how to submit a proposal.**

**Item Response Form**

Item **2024-016-7003-01-01 - Complete Proposal Submission**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Dallas County Purchasing**  
Dallas County Purchasing  
500 Elm Street, Suite 5500  
Dallas TX 75202  
**Qty 1**

**Description**  
Combine and submit your proposal as a single document in accordance with Section IV. Proposal Format

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Item **2024-016-7003-01-02 - Attachment S - Small Business Enterprise (SBE) Forms**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Dallas County Purchasing**  
Dallas County Purchasing  
500 Elm Street, Suite 5500  
Dallas TX 75202  
**Qty 1**

**Description**

Complete and submit mandatory SBE Forms

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Item **2024-016-7003-01-03 - Appendix A - Title VI Assurances and Compliance Form**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Dallas County Purchasing**

Dallas County Purchasing

500 Elm Street, Suite 5500

Dallas TX 75202

**Qty 1**

**Description**

Complete and submit Title VI Assurances and Compliance Form

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**Pre-Proposal Meeting Date: March 26, 2024, at 10:00am**

**Proposal Due Date: April 18, 2024, at 2:00pm**



**REQUEST FOR PROPOSAL  
RADIATION SAFETY OFFICER SERVICES**

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## **I. Introduction, Purpose, and Intent**

Dallas County (hereinafter “County”) is requesting proposals from experienced and qualified individuals to establish a service price agreement for Radiation Safety Officer (RSO) services, in accordance with the terms, conditions, and requirements described herein.

DCHHS is a nationally accredited public health department responsible for providing health and social services that protect the health and well-being of over 2.6 million people that call the County home. The mission of DCHHS is to optimize and protect the health and well-being of all County residents and support the achievement of better health outcomes for all.

The DCHHS Tuberculosis (TB) Clinic performs various types of TB tests in the prevention and control of Tuberculosis. This includes medical evaluations through chest x-ray for individuals with newly identified positive test for TB infections. Routine use of x-ray equipment is required in carrying out this responsibility. The operation and use of x-ray equipment is strictly regulated by the Texas Department of State Health Services to ensure the safety of the general public as well as the operators of x-ray equipment. There are currently three (3) pieces of x-ray equipment in the Tuberculosis (TB) Clinic as follows:

- Carestream – Trimax 14X17 CSi
- SourceRay – SR-130
- Summit Industries Inc. – Rad System

## **II. Specifications or Scope of Work**

### **A. RSO Qualifications**

As outlined at the following link: [Texas Administrative Code \(state.tx.us\)](https://www.texas.gov/legislation/texas-administrative-code), the Texas Administrative Code, Title 30. Environmental Quality, Part 1. Texas Commission on Environmental Quality, Chapter 336. Radioactive Substance Rules, Subchapter C. General Licensing Requirements, Rule §336.208 Radiation Safety Officer, the minimum qualifications for the designated RSO are as follows:

1. Respondent must have earned at least a bachelor's degree in a physical or biological science, industrial hygiene, health physics, radiation protection, or engineering from an accredited college or university, or an equivalent combination of training and relevant experience, with two years of relevant experience equivalent to a year of academic study, from a uranium or mineral extraction/recovery, radioactive waste processing, or a radioactive waste or by-product material disposal facility;
2. Respondent must have at least one year of relevant experience, in addition to that used to meet the educational requirement, working under the direct supervision of the RSO at a uranium or mineral extraction/recovery, radioactive waste processing, or radioactive waste or by-product material disposal facility; and
3. Respondent must have at least four weeks of specialized training in health physics or radiation safety applicable to uranium or mineral extraction/recovery, radioactive waste processing, or radioactive waste or by-product material disposal operations from a course provider that has been evaluated and approved by the agency.

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## **B. RSO Responsibilities**

The RSO will be responsible for the following:

1. Developing, implementing, maintaining, and enforcing a Radiation Safety Program, which shall include maintaining licenses and associated records for the x-ray equipment and serving as the primary contact with the County in administering the licenses.
2. Ensuring the Radiation Safety Program for the County is compliant with the state regulations set in place by The Texas Department of Health and Human Services.
3. Enforcing the Radiation Safety Program, suspending activities deemed unsafe, and requiring remedial action when necessary.
4. At a minimum, providing services to the County on a quarterly basis, as needed for state inspections/reviews, and when an issue arises.
5. Providing all labor, materials, and consumables (i.e., dosimetry badges) as required to provide services.
6. Meeting the HIPAA Compliance standards set by the U.S. Department of Health and Human Services <https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html> as required.

## **C. RSO Duties**

As outlined at the following link: [Texas Administrative Code \(state.tx.us\)](https://www.texas.gov/legislation/texas-administrative-code), the Texas Administrative Code, Title 30. Environmental Quality, Part 1. Texas Commission on Environmental Quality, Chapter 336. Radioactive Substance Rules, Subchapter C. General Licensing Requirements, Rule §336.208 Radiation Safety Officer, the specific duties of the RSO include but are not limited to the following:

1. Establish and oversee operating, safety, emergency, and as low as reasonably achievable procedures, and to review them at least annually to ensure that the procedures are current and conform with this chapter.
2. Oversee and approve all phases of the training program for operations and/or personnel so that appropriate and effective radiation protection practices are taught.
3. Ensure that required radiation surveys and leak tests are performed and documented in accordance with all state and local requirements, including any corrective measures when levels of radiation exceed established limits.
4. Ensure that individual monitoring devices are used properly by occupationally exposed personnel, that records are kept of the monitoring results, and that timely notifications are made in accordance with all §336.405 of this title (relating to Notifications and Reports to Individuals).
5. Investigate and cause a report to be submitted to the County for each known or suspected case of radiation exposure to an individual or radiation level detected in excess of limits established

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by this chapter and each theft or loss of source(s) of radiation, to determine the cause(s), and to take steps to prevent a recurrence.

6. Investigate and cause a report to be submitted to the DCHHS Director/Health Authority for each known or suspected case of release of radioactive material to the environment in excess of limits established by this chapter.
7. Have a thorough knowledge of management policies and administrative procedures of the County.
8. Assume control and have the authority to institute corrective actions, including shutdown of operations, when necessary, in emergency situations or unsafe conditions.
9. Ensure that records are maintained as required by this chapter.
10. Ensure the proper storing, labeling, transport, use and disposal of sources of radiation, storage, and/or transport containers.
11. Ensure that inventories are performed in accordance with the activities for which the license application is submitted.
12. Perform an inventory of the radioactive sealed sources authorized for use on the license every six months and make and maintain records of the inventory of the radioactive sealed sources authorized for use on the license every six months, to include, but not be limited to, the following:
  - a. isotopes;
  - b. quantity(ies);
  - c. radioactivity(ies);
  - d. date inventory is performed.
13. Ensure that personnel are complying with this chapter, the conditions of the license, and the operating, safety, and emergency procedures of the licensee.
14. Serve as the primary contact with the County.

**III. Evaluation Criteria**

Proposals shall be evaluated by an evaluation committee and award consideration shall be given to the highest ranked proposer(s). Award is subject to Dallas County Commissioners Court approval.

Criteria	Points
Qualifications	35
Experience	30
Cost	20
Small Business Enterprise	15
Total Points	100



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#### **IV. Proposal Format**

The proposal shall be divided into tabbed, marked sections and shall include but not limited to information in the format as described in this section.

##### **A. Letter of Transmittal**

The letter of transmittal must include the following:

1. Clearly identify the legal name of the submitting organization.
2. Identify the name and title of the person authorized by the organization to contractually obligate the organization.
3. Identify the name, title, email address and telephone number of the person authorized to negotiate the contract on behalf of the organization.
4. Identify the names, titles, email addresses and telephone numbers of persons to be contacted for clarification.
5. Identify the tax identification number.
6. Explicitly indicate acceptance of all the General Conditions and Requirements conditions.

##### **B. Qualifications and Experience**

1. Respondent shall provide a copy of bachelor's degree, or evidence of the combination of training and relevant experience as outlined in Section II. A. RSO Qualifications of this RFP.
2. Respondent shall provide evidence of at least four weeks of specialized training in health physics or radiation safety applicable to uranium or mineral extraction/recovery, radioactive waste processing, or radioactive waste or by-product material disposal operations from a course provider that has been evaluated and approved by the agency.

##### **C. Experience**

Respondent shall outline relevant experience, in addition to that used to meet the educational requirement, working under the direct supervision of the RSO at a uranium or mineral extraction/recovery, radioactive waste processing, or radioactive waste or by-product material disposal facility.

##### **D. HIPAA Requirements**

Respondent shall explain how they meet the requirements for HIPAA compliance.

##### **E. Fee Schedule**

Respondent shall submit an all-inclusive annual fee schedule for years 1 through 5, which should account for all labor, materials, and services as outlined herein. No other fees related to this service will be considered or paid by the County.

##### **F. References**

Respondent shall provide reference letters from at least three clients where Respondent has provided services of similar size and scope as described in the RFP during the last five (5) year period.

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**V. Documents Submitted with Proposal or Upon Request**

- A. Attachment S - Small Business Enterprise (SBE) Forms (mandatory must be submitted with proposal).
- B. Appendix A – Title VI Assurances/Compliance Form

**VI. Pre-Proposal Meeting**

During the solicitation process proposers are required to limit their communication regarding this project to the Buyer referenced herein. A pre-proposal meeting will be held by the County whereby the respondents will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The pre-proposal meeting will be the only time when respondent 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](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-proposal conference **March 26, 2024, at 10:00am (CST)**, the pre-proposal meeting will be conducted online through a Microsoft Teams meeting.

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 211 841 393 968

Passcode: 5GKU2n

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 469-208-1731](tel:+14692081731), [199426760#](tel:+199426760) United States, Dallas

Phone Conference ID: 199 426 760#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

The deadline for the submission of questions is on **April 2, 2024, at 12:00pm (CST)** through BidSync.

**VII. Term and Commencement Date**

This will be a five-year term 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).

**VIII. Award Method**

The County's intent is to award this solicitation in its **group**, 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 proposals and to waive minor irregularities or discrepancies in any solicitation response as may be in the best interest of County. Late proposals will not be considered for award.

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Upon expiration of the Contract, the Supplier 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).

#### **IX. Opening of Proposals**

Proposal reading shall be conducted: April 18, 2024, at 2:30pm (CST) on the day the proposals are due. The reading will be conducted via a live meeting online at [click here](#). Proposals will be publicly opened in compliance with public proposal opening statutory requirements.

Proposer names will be publicly read aloud. It is the responsibility of the proposer to clearly mark and identify all portions of the proposal, which, in the proposer's opinion, contain trade secrets, confidential information and other proprietary information. All proposals are subject to the Texas Open Records Act process.

#### **X. Additional Questions and Answers During and/or After the Pre-Proposal Conference**

Firms will be required to any submit additional questions presented at the pre-proposal and/or after the conference. All additional questions must be received by **April 2, 2024, at 2:00pm (CST)**.

All questions and responses will be posted to the County's website in the manner as previously stated herein. Dallas County reserves the right to reject/not respond to any questions received after the deadline date.

#### **XI. Proposal Submittal and Exception Requirements**

To be considered for award, the proposal response must be submitted by (Date) at 2:00 p.m. (CST). Responses shall be submitted electronically through BidSync, the County's online public solicitation platform [https://prod.bidsync.com/dallas\\_county\\_texas](https://prod.bidsync.com/dallas_county_texas). Although the County prefers submissions in electronic form, a respondent may elect to submit their proposal 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 response 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 response 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](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.

#### **XII. 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

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result in the vendor being disqualified. All questions and request for information related to this solicitation must be coordinated through January Calhoun.

All questions regarding this solicitation are to be submitted in writing to **January Calhoun**, 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 respondent does not have access to the County's solicitation platform, the respondent may submit their questions in writing via email to (Buyer's email). Please reference the Solicitation number in the subject of the email.

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

### **XIII. Review of Proposals**

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

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

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

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

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

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

#### **XIV. Proposal Pricing**

Proposal pricing shall be firm for the first 12 months of the contract unless otherwise stated herein. Costs not included or calculated in the applicable unit prices as proposed will not be paid by the County, regardless of the intentions of the proposer when the response was submitted and regardless that those costs were actually incurred. Price increase(s) shall not be automatic, the proposer shall request on an annual basis a price increase which shall not exceed 5% annually as warranted. Proposer shall submit, for the County's consideration, supporting documentation that substantiates the requested price increase. Cumulative change orders and/or price increases shall not exceed 25% of the original amount awarded during the contract term. A price increase shall be mutually agreed upon by the County and Contractor. Request for price increases and change orders shall be reviewed and considered at the County's sole discretion.

#### **XV. 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.

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**XVI. Insurance**

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.

1. 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:

- 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

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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.

2. 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

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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 (Solicitation 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
- 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.

### 3. 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



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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.

## **XVII. Discussion With Reasonably Qualified Proposals**

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

- Notice that this is the opportunity to submit written best and final offers
- Notice of the date and time for submission of the best and final offer
- Notice that if any modification is submitted, it shall be received by the date and time specified or it will not be considered
- Notice of any changes in the Proposal requirements

Following evaluation of the best and final offers, purchasing may select for negotiations the offer that is most advantageous to the County, considering price or cost and the evaluation factors in the RFP.

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

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

## **XVIII. Rejection or Acceptance of Proposals**

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

## **XIX. Late and Withdrawn Proposals**

All proposals must be submitted no later than the proposal due date and time established by this solicitation. Proposals arriving after the due date and time will not be accepted. Late proposals delivered by carrier will be return to the respondent unopened.

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

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## **XX. Confidentiality**

Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response by the respondent. 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 proposal that is legally protected as trade secret or confidential shall clearly indicate the information which constitutes a trade secret or confidential information by marking that part of the proposal “trade secret” or “confidential” at the appropriate place. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a proposal, the respondent 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.

## **XXI. Disqualification Of Proposers**

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

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

## **XXII. Permits Required by Law**

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

## **XXIII. Records and Audit**

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

## **XXIV. Assignment of Contract**

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

## **XXV. Default by Proposer**

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

- Proposer shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors;
- Proposer attempts to assign the Contract without the prior written consent of the County;
- Proposer shall fail to perform, keep or observe any term, provision or covenant of the Contract; or

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- Proposer fails to properly and timely pay Proposer personnel, suppliers or other Proposers and the failure impacts the County or its Facility in any manner.

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

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

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

## **XXVI. Termination**

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

## **XXVII. Miscellaneous**

1. After executing the Contract, no consideration will be given to any claim of misunderstanding.
2. Proposers shall submit with the Proposal, the required Proposer's qualification statement with supporting information as stated herein along with all other supporting documentation requested.
3. Proposers shall thoroughly familiarize themselves with the provisions of the Scope of Work and the Facilities.
4. The County reserves the right to reject all Proposals and to waive any minor irregularities.
5. A Proposal may be disqualified if the corporation or individual Proposer is in arrears or in default to the County for delinquent taxes or assessments or on any debt or Contract, whether as defaulter or bondsman; or who has defaulted upon any obligation to the County by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, Proposers may be disqualified for poor prior performance on similar Contracts with other entities.
6. The Contract with the Proposer will be drawn by the County and may contain such other provisions as are deemed necessary to protect the interests of the County.
7. The Proposer agrees to abide by the rules and regulations as prescribed herein. The Proposer will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
8. 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

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performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

9. 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.
10. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the County Attorney or his authorized representative shall be final.

#### **XXVIII. Indemnity**

The selected proposer 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 respondent'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 respondent 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 proposal(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.

#### **XXIX. Selection Process**

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

#### **XXX. Development Costs**

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

#### **XXXI. Contract Award**

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

#### **XXXII. Certificate of Interested Parties (Form 1295)**

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

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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

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

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), and submit a copy to the buyer before the contract information will be sent to the County Attorney’s Office to draft the contract. Once the terms of the contract are fully negotiated; the recommended vendor has signed the contract indicating agreement with the terms of the contract; and the Form 1295 is on file at the Texas Ethics Commission website with a copy provided to the buyer; the staff recommendation will be placed on a County Council agenda to award the contract.

### **XXXIII. 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.

RFP  
ATTACHMENT S  
SBE PROGRAM AND FORMS



## SBE LANGUAGE FOR RFP SOLICITATIONS

### REQUEST FOR PROPOSAL (RFP)

#### 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 its 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 non-discrimination 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 set 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 eligible for points, 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) 51% or more owned and controlled
- c) Firm must be organized as for-profit business
- d) 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. 121.2; and
- e) All eligible firms 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 SBE Scoring**

**The maximum number of points to be earned is 15 points.** Self-performance and subcontracting may be used to achieve the aspirational goals and earn points.

- a) Certified SBE Prime Contractor: **5 points**
- b) Subcontracting to a Certified SBE Firm: **Up to 10 Points**
  - SBE Participation Percentage between 1% and 9.99% = **2 points**
  - SBE Participation Percentage between 10% and 19.99% = **4 points**
  - SBE Participation Percentage between 20% and 29.99% = **6 points**
  - SBE Participation Percentage between 30% and 39.99% = **8 points**
  - SBE Participation Percentage meeting or exceeding 40.00% = **10 Points**

The SBE or certified sub-contractor aspirational 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 for scoring purposes based upon SBE and other eligible certified firm's 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. This form is required and considered to be a part of the response to the RFP. **Should the Good Faith Effort Plan or any of the specified documents listed below be incomplete, not signed, and/or not submitted, the proposal/bid may 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; and
- 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 Proposal.***

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 good faith basis for 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.

- 7.7. 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 Dallas County's Office for Small Business Enterprise. 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.

- 7.8. **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



### Small Business Enterprise Program Utilization Form

Solicitation/Project Name: \_\_\_\_\_ Solicitation #: \_\_\_\_\_

Firm Name: \_\_\_\_\_ Firm Phone # \_\_\_\_\_

Firm Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Compliance Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Is Your Firm Certified: \_\_\_\_\_ Certifying Agency: DFWMSDC \_\_\_\_\_ NCTRCA \_\_\_\_\_ WBC-Southwest \_\_\_\_\_ Other: \_\_\_\_\_

Total Bid Amount: \_\_\_\_\_ Amount self-performed: \_\_\_\_\_ Percentage self-performed: \_\_\_\_\_

#### Utilization Plan

List the firms that will be utilized on the project. Provide copies of correspondence.

<b>SBE certified subcontractors/suppliers</b>									
Firm Name & SBE Certification #	Tier	Person Contacted & Date	Address	Phone & Email Address	Type of Work	NAICS Code	Local or Non-Local	Dollar Amount	% of contract
							<b>Total</b>	<b>\$</b>	<b>%</b>

Small Business Enterprise  
Records Building - 500 Elm Street, Suite 0300, Dallas, TX 75202  
Telephone: (214) 653-6021 | E-Mail: [sbe@dallascounty.org](mailto:sbe@dallascounty.org)



<b>Non SBE certified subcontractors/suppliers</b>									
Firm Name	Tier	Person Contacted & Date	Address	Phone & Email Address	Type of Work	NAICS Code	Local or Non-Local	Dollar Amount	% of Total Contract
							<b>Total</b>	<b>\$</b>	<b>%</b>

Prime Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**For Use by SBE Office Only**

SBE Compliance Officer: \_\_\_\_\_ Date: \_\_\_\_\_

SBE Notes:

**Small Business Enterprise**  
[Records Building](#) - 500 Elm Street, Suite 0300, Dallas, TX 75202  
Telephone: (214) 653-6021 | E-Mail: [sbe@dallascounty.org](mailto:sbe@dallascounty.org)



### Good Faith Efforts Form

The Good Faith Efforts Form must be fully completed if the aspirational goal is **not** met.

1. Did you speak with or receive assistance from a staff member in the Small Business Enterprise

Department? \_\_\_\_\_ (Y/N) Name of staff member \_\_\_\_\_

2. Did you utilize a Dallas County SBE vendor list? If not, please explain?

Vendor List Accessed	Date of Access

3. Did you provide written notice to potential SBE subcontractors, suppliers, and vendors? Written notice should include plans, specifications, subcontractor/supplier opportunities, and deadline for submission to respondent no less than 7 days before bid submission. Please provide copies of all correspondence, including accepted and rejected SBE bids or proposals, i.e. letters, memos, emails and phone calls.

Firm Name & Address	Phone #	Person Contacted & Date	Type of Work	NAICS Code	SBE Certification No.	Response to Solicitation	Bid/Quote Amount	Company Selected (Y or N)

4. If applicable, did you participate in the pre-bid meeting? \_\_\_\_\_

**Small Business Enterprise**  
[Records Building](#) - 500 Elm Street, Suite 0300, Dallas, TX 75202  
Telephone: (214) 653-6021 | E-Mail: [sbe@dallascounty.org](mailto:sbe@dallascounty.org)



5. Did you identify and select specific work items to be performed and/or procurement to be fulfilled by SBEs? Please subdivide total contract work into smaller portions or quantities to permit maximum active participation by SBEs.

1.	2.	3.
4.	5.	6.

6. Did you advertise in trade publications or with local advocacy organizations? The advertisement must identify and describe subcontracting opportunities in detail, including a contact person and deadlines. Please provide a copy.

Publication Name	Date of Publication

Prime Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Small Business Enterprise**  
[Records Building](#) - 500 Elm Street, Suite 0300, Dallas, TX 75202  
Telephone: (214) 653-6021 | E-Mail: [sbe@dallascounty.org](mailto:sbe@dallascounty.org)





DALLAS COUNTY
SUBCONTRACTOR INTENT FORM

To: Dallas County - Small Business Enterprise Department

Date:

Project Name:

Solicitation #:

Subcontractor on the project will provide the following good(s)/service(s):

to Prime Contractor on the project

SBE subcontractor is certified by the following agency: DFW Minority Supplier Development Council NCTRCA Women's Business Council SW

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: \$ Estimated Work Start Date:

Sub Participation Amount: \$ % Estimated Work End Date:

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. Before any subcontractor/supplier substitutions are made, the prime contractor must submit an SBE Substitution Request Form to The SBE Department for approval. 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. The subcontractor's participation will be entered in B2GNow, Dallas County's compliance system, based upon this intent form.

Officer's Signature (Prime Contractor)

Officer's Signature (Subcontractor)

Printed Name (Prime Contractor)

Printed Name (Subcontractor)

Title (Prime Contractor)

Title (Subcontractor)

Date

Date

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

Table with 2 columns: Group Name, Prime, Sub. Rows include Greater Dallas Asian American Chamber of Commerce, Greater Dallas Black Chamber of Commerce, Greater Dallas Hispanic Chamber of Commerce, U.S. Pan Asian American Chamber of Commerce, Asian Contractors Association, Regional Black Contractors Association, Regional Hispanic Contractors Association.

**TITLE VI ASSURANCES/COMPLIANCE – APPENDIX A****A. Assurances**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a) withholding payments to the contractor under the contract until the contractor complies; and/or
  - b) cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### *B. Nondiscrimination Authorities*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

#### **Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take

reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### *C. Representations/Warranties*

The Contractor also makes the following representations and warranties to Dallas County:

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

### *D. Title VI Complaints*

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources  
c/o: Dallas County Director of Human Resources and Title VI Coordinator  
509 Main St., 1st Floor, Ste. 101, Records Building  
Dallas, TX 75202  
(214) 653-7638 (phone)  
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at [http://www.dallascounty.org/department/HR/title\\_vi.html](http://www.dallascounty.org/department/HR/title_vi.html) or at the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at [www.justice.gov](http://www.justice.gov).

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the US Department of Transportation, the US Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

### *E. Enforcement*

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

**Contractor's Full Name:**

**Signature, Authorized Representative of Contractor**

**Date**

**Title**

## Question and Answers for Bid #2024-016-7003 - RFP for Radiation Safety Officer Services

### Overall Bid Questions

There are no questions associated with this bid.