

## Notice

### Basic Information

Reference Number	0000398581
Issuing Organization	Dallas County
Owner Organization	
Solicitation Type	IFB - Invitation for Bid (Formal)
Solicitation Number	2025-058-7083
Title	Purchase of Aggregates, Washed Sand, and Cement Treated Base for Construction
Source ID	PU.AG.USA.2438.C18536526
Piggyback Solicitation	No

### Details

Location	Dallas County, Texas
Delivery Point	United States, Texas, Dallas County
Purchase Type	Duration:2 years
Description	<p>Dallas County is issuing this Invitation for Bid to establish a two-year master agreement for aggregates, washed sand, and cement treated base for use in the construction of highways, streets, and bridges as, in accordance with the requirements described herein.</p> <p><b>All materials will be purchased on an as needed/as requested basis.</b></p> <p>Closing and Submission Date The bids response must be submitted by the due date October 9, 2025, at 2:00 p.m. (CST)</p> <p>Bid Reading October 9, 2025, at 2:30 p.m. (CST), the reading will be conducted via a live meeting online. Bids will be publicly opened in compliance with the public bid opening statutory requirements.</p> <p><a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDQwNzI2MzItMmYy00MGNjLWJjZWQtdGVjMzA5NmUxMDc2%40thread.v2/0?context=%7B%22Tid%22%3A%2251adcfad-72f1-479c-b28f-52412e04014b%22%2C%22Oid%22%3A%226f7e6e0d-1f84-43a8-a037-c8b93e424cb8%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&amp;btype=a&amp;role=a">https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDQwNzI2MzItMmYy00MGNjLWJjZWQtdGVjMzA5NmUxMDc2%40thread.v2/0?context=%7B%22Tid%22%3A%2251adcfad-72f1-479c-b28f-52412e04014b%22%2C%22Oid%22%3A%226f7e6e0d-1f84-43a8-a037-c8b93e424cb8%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&amp;btype=a&amp;role=a</a></p>

### Dates

Publication	09/18/2025 08:08 AM CDT
Question Acceptance Deadline	10/03/2025 02:00 PM CDT
Questions are submitted online	Yes
Closing Date	10/09/2025 02:00 PM CDT

Prebid Conference	09/25/2025 10:00 AM CDT
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### Contact Information

Marvin Kines  
214-653-7933  
marvin.kines@dallascounty.org

### Buyer Preferences, Guidelines & Requirements

#### Participation Requirements

- Minority Business Participation
- Small Business Participation
- Women-Owned Business Participation

#### General Requirements

- FOB Destination
- Insurance Required

#### Award Requirements

- All or None Award
- Reserve Rights to Award by Line Item

Pre-Bidding Events

Event Type

Attendance

Event date

Location

Event Note

Prebid Conference

Recommended

09/25/2025 10:00 AM CDT

Via Microsoft TEAMS

**Microsoft Teams**  
**To Join the meeting COPY address below and PASTE INTO YOUR BROWSER**  
**Join the meeting now**  
Meeting ID: 236 618 427 796 2  
Passcode: wu6ct3wg  
  
[https://gcc02.safelinks.protection.outlook.com/ap/t-59584e83?url=https%3A%2F%2Fteams.microsoft.com%2F%2Fmeetup-join%2F19%253ameeting\\_OTkzZTc2ODMtMTBhMS00NGY0LWJjODgtZm15NzBIMzVjMzJj%2540thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252251adcfad-72f1-479c-b28f-52412e04014b%2522%252c%2522Oid%2522%253a%25226f7e6e0d-1f84-43a8-a037-c8b93e424cb8%2522%257d&data=05%7C02%7Cmarvin.kines%40dallascount y.org%7C045ac5de892946cc865608ddf4825ba1%7C51adcfad72f1479cb28f52412e04014b%7C0%7C0%7C638935562903209405%7CUknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMlslkFOlJoiTWFpbCIsIldlUlJpY290aW50IiwiaWF0Ij0iZW50fvyIPzr1pySaYe4oUnOvt3DwgrKlbqAVnNq7j5r6Y%3D&reserved=0](https://gcc02.safelinks.protection.outlook.com/ap/t-59584e83?url=https%3A%2F%2Fteams.microsoft.com%2F%2Fmeetup-join%2F19%253ameeting_OTkzZTc2ODMtMTBhMS00NGY0LWJjODgtZm15NzBIMzVjMzJj%2540thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252251adcfad-72f1-479c-b28f-52412e04014b%2522%252c%2522Oid%2522%253a%25226f7e6e0d-1f84-43a8-a037-c8b93e424cb8%2522%257d&data=05%7C02%7Cmarvin.kines%40dallascount y.org%7C045ac5de892946cc865608ddf4825ba1%7C51adcfad72f1479cb28f52412e04014b%7C0%7C0%7C638935562903209405%7CUknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMlslkFOlJoiTWFpbCIsIldlUlJpY290aW50IiwiaWF0Ij0iZW50fvyIPzr1pySaYe4oUnOvt3DwgrKlbqAVnNq7j5r6Y%3D&reserved=0)  
  
**Dial in by phone**  
+1 469-208-1731,,497117448# United States, Carrollton  
Find a local number  
Phone conference ID: 497 117 448#

Bid Submission Process

Bid Submission Type

Pricing

Pricing

Supplier can place No Bid on an Item

Bid Documents List

Electronic or Physical Bid Submission

Item Based

Item Based

Yes

Item Name	Description	Mandatory	Limited to 1 file
Bid Sheet	Completed Bid Sheet Excel	Yes	No
Reference Information	Reference information for customers/clients utilizing similar products (See specifications for exact information requested)	Yes	No
SBE Documentation- Attachment S	Completed Small Business Enterprise (SBE) Forms (mandatory must be submitted with bid)	Yes	No

## Documents &amp; Items

## Documents

Document	Size	Uploaded Date	Language
DALLAS COUNTY STANDARD TERMS AND CONDITIONS IFB (1).pdf [pdf]	342 Kb	12/20/2024 02:00 PM CST	English
SBE_Language_for_IFB_2.24.24_ATTACHMENT_S.pdf [pdf]	536 Kb	12/19/2024 11:15 AM CST	English
2025-058-7083-Exhibit1-IFB Purchase of Aggregates.Sand Cement.xlsx [xlsx]	14 Kb	09/16/2025 10:27 AM CDT	English
2025-058-7082 IFB Purchase Aggregates Sand and Cement Treated Base.pdf [pdf]	428 Kb	09/16/2025 12:51 PM CDT	English

## Items

No	Description	UOM	Qty
1	No. 1 - TxDot Item 302, AGGREGATE FOR SURFACE, TYPE B, CRUSHED STONE, GRADE 3 (CHAT) LOADED ON COUNTY TRUCKS AT VENDOR PLANT Brand Preference: All Brands are acceptable	Ton	2000
2	No. 2 - TxDot, Item 302, AGGREGATE FOR SURFACE, TYPE B, CRUSHED STONE, GRADE 3 (CHAT) DELIVERED TO ROAD & BRIDGE DISTRICT OFFICE Brand Preference: All Brands are acceptable	Ton	2400
3	No. 3 - TxDot- Item 302, AGGREGATE FOR SURFACE, TYPE B, CRUSHED STONE, GRADE 4 LOADED ON COUNTY TRUCKS AT VENDOR PLANT Brand Preference: All Brands are acceptable	Ton	2400
4	No. 4 - TxDot- Item 302, AGGREGATE FOR SURFACE, TYPE B, CRUSHED STONE, GRADE 4 DELIVERED TO ROAD & BRIDGE DISTRICT OFFICE Brand Preference: All Brands are acceptable	Ton	4000
5	No. 5 - TxDot, Item 421, Hydraulic Cement Concrete, Furnish hydraulic cement concrete pavements, concrete structures, and other concrete construction DELIVERED TO JOB SITE Brand Preference: All Brands are acceptable	Cubic Yard	4000
6	No. 6 - TxDot, Item 276 CEMENT TREATED BASE SCALPING MIX WITH 5.5% plus or minus .05% LOADED ON COUNTY TRUCKS AT VENDOR PLANT Brand Preference: All Brands are acceptable	Ton	20000
7	No. 7 - LIQUEFIED CEMENT SLURRY TEXAS INDUSTRIES SUPERSLURRY OR EQUAL DELIVERED AND SPREAD BY SUPPLIER AT PROJECT SITE (S) Brand Preference: All Brands are acceptable	Ton	60000
8	No. 8 - Demurrage Charge (common carrier) Brand Preference Not Applicable - Service Item Brand Preference: Not Applicable - Service Item	Hour	10
9	No. 9 - Demurrage Charge - Per Hour (use of own equipment) Brand Preference Not Applicable - Service Item Brand Preference: Not Applicable - Service Item	Hour	10
10	No. 10 - Hauling Cost (in excess of four miles from nearest job site) Charge shall be listed on invoice as line item Brand Preference Not Applicable - Service Item Brand Preference: Not Applicable - Service Item	Mile	10
11	No. 11 - Hauling Cost (in excess of four miles from nearest job site) Min Tonnage: Charge shall be listed on invoice as line item Brand Preference Not Applicable - Service Item Brand Preference: Not Applicable - Service Item	Ton	10

## Categories

### Selected Categories

NIGP Categories (14)	
745	<b>ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)</b>
74504	<b>Asphalt, AC (With Latex/Polymer)</b> Asphalt, AC (With Latex/Polymer)
74511	<b>Asphalt, Pervious Hot Mix</b> Asphalt, Pervious Hot Mix
74505	<b>Asphalt, Aggregates</b> Asphalt, Aggregates
74502	<b>Asphalt, AC (Asphalt/Cement)</b> Asphalt, AC (Asphalt/Cement)
74501	<b>Aggregate, Precoated</b> Aggregate, Precoated
74584	<b>Slurry Seal</b> Slurry Seal
74510	<b>Asphalt, Emulsified (With Latex/Polymer)</b> Asphalt, Emulsified (With Latex/Polymer)
74508	<b>Asphalt, Emulsified</b> Asphalt, Emulsified
74577	<b>Rock Asphalt</b> Rock Asphalt
74521	<b>Asphaltic Concrete, Hot Laid Including Bituminous Materials</b> Asphaltic Concrete, Hot Laid Including Bituminous Materials
74514	<b>Asphaltic Concrete, Cold Laid</b> Asphaltic Concrete, Cold Laid
74500	<b>ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)</b>
750	<b>ROAD AND HIGHWAY BUILDING MATERIALS (NOT ASPHALTIC)</b>
75077	<b>Sand and Gravel</b> Sand and Gravel
75089	<b>Slag</b> Slag

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## Courtesy Email

### Sent using email addresses

a.cole@gdicompany.com;aaron.bland@pctworldwide.com;bids@pwxpress.com;bigdaccounting@yahoo.com;bj@jimperiumllc.com;bj@jlimperium.com;candace@fnhconstruction.com;capaconcrete@gmail.com;dfoster@ffconstructionllc.com;farrarj@vmcmail.com;invoices@bigdconcrete.com;jmanning@constructionbidsources.com;jtsasphaltcrete@sbcglobal.net;kaylyn@ntusinc.com;kaylynurquhart@gmail.com;listings@elevatedsolutionsteamllc.com;mahourani@cowtownrm.us;mahourani@yahoo.com;mariana.mendez@texasmaterials.com;martha.duncan@mdfcommerce.com;mkoshy@thinkhoward.com;nick@jlimperium.com;pat.doyle@ergon.com;pierreg@gdimed.com;pioneerconcretetexas@gmail.com;randi@jimperiumllc.com;randi@jlimperium.com;region1@cjisgroup.com;rhoward@thinkhoward.com;rmyers.biko@gmail.com;sdouglas@potereconstruction.com;sourcemanagement@napc.me;support@gdicompany.com;tim.naumann@martinmarietta.com;v.vincent@gdicompany.com;vhicks@thinkhoward.com;wayne.fergusson.egc@gmail.com;zach.beam@martinmarietta.com

## **DALLAS COUNTY STANDARD TERMS AND CONDITIONS**

By returning the Bid Proposal with a price quote, vendors certify and agree that:

1. All charges – wages, salaries, taxes including payroll taxes, benefits, insurance, overhead, fees, permits, licenses, fees, labor, personnel, service, supervision, documentation, administration, training, implementation, materials, supplies, delivery, transportation, shipping , freight, fuel surcharges, mileages, parking, tolls, travel time, and all other associated cost direct and indirect including incidentals necessary to provide the goods and services outlined in this solicitation specified or implied are to be included in bid proposal cost. Services and Inside Delivery will be F.O.B.: Dallas County as indicated on each individual purchase order.

2. **TEXAS GOVERNMENT CODE CHAPTER 2271 VERIFICATION – BOYCOTT ISRAEL**

Effective September 1, 2017, the State of Texas requires all governmental entity, state agency or political subdivision (which includes counties) to obtain written verification from the Company that their Company does NOT boycott Israel and will not boycott Israel during the life of this contract, agreement or purchase order (hereafter referred to as "Contract"). By accepting this Contract, the Company (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended." The County cannot execute a contract for goods and services without this declaration. Please refer to Texas Government Code, Subtitle F, Title 10, Government Code Chapter 2270.

*(a) This section applies only to a contract that:*

*(1) is between a governmental entity and a company with 10 or more full-time employees; and*

*(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

3. **CONFLICT OF INTEREST QUESTIONNAIRE (CIQ) FORM**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Dallas County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Contractor shall complete and file the Conflict of Interest Questionnaire with the Dallas County Clerk at 1201 Elm Street, 21<sup>st</sup> Floor, Dallas, Texas 75270.

4. **CERTIFICATE OF INTERESTED PARTIES FORM 1295**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties form to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The form discloses any interested parties who have a controlling interest (10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract (broker, intermediary, advisor, and/or attorney), if any. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015 and new rules (Chapter 46) on November 30, 2015.

The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the County by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

To obtain additional information on HB 1295, to learn more about 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)

The identification number (section 3 of the form) to be used on the 1295 for this procurement is the IFB solicitation number.

5. **TITLE VI ASSURANCES/COMPLIANCE POLICY**

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

6. **TEXAS GOVERNMENT CODE CHAPTER 2252 ATTESTATION**

By entering into this Contract, Contractor attests that Contractor is not a company that is identified on a list prepared and maintained by the Texas State Comptroller under Section 2252.153, Tex. Gov't Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization as designated by the U.S. Secretary of State.

7. **PRE-AWARD SURVEY**

After bid opening and before award, County may perform a pre-award survey of the bidder's facilities and equipment to be used in the performance of work under this solicitation. Bidder agrees to allow all reasonable requests for inspection of his or her facilities.

8. After bid opening and before award Dallas County reserves the right to request the bidder to provide, but not necessarily limited to, the following forms:

- a. Texas Government Code Chapter 2270 Verification Form
- b. Texas Government Code Chapter 2252 Certification Form
- c. 1295 Form
- d. W-9 Form

9. The bid award shall be based on, but not necessarily limited to, the following factors:

- e. Unit Price
- f. Total Bid Price
- g. Delivery Date
- h. Results of Testing Samples
- i. Special Needs and Requirements of Dallas County
- j. Dallas County's Experience with Products Bid
- k. Vendor's Past Performance Record with Dallas County
- l. Dallas County's Evaluation of Vendor's Ability
- m. Estimated Costs for Supplies, Maintenance, etc.
- n. Estimated Surplus Value
- o. Small Business Enterprise completed forms
- p. Dallas County reserves the right to award to a primary and secondary vendor(s).

Dallas County shall award this contract to the responsive bidder(s) offering the lowest and best bid in accordance to Local Government Code 262.021(5-a) who comply with all of the requirements, terms and conditions prescribed herein. Dallas County reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by item by item basis, award by types, award by sections, or lump sum total, and waive any immaterial deviations in the bid as may be considered in the best interest of the County.

10. **INVOICING/BILLING**

Invoices will be submitted to the Dallas County Auditor's Office. All billings must have appropriate supporting documentation before such billings will be approved. Billing shall cover goods and services not previously invoiced. Vendor shall reimburse the Dallas County for any monies paid to Contractor for goods or services not provided or when goods/services provided do



not meet the contract agreement or solicitation requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items involved or billed under the contract agreement or solicitation and shall not be construed as acceptance of any part of the goods or services. Contractor understands and agrees that any funds paid under this contract are contingent upon satisfactory delivery of the Services as described in this contract and subject to routine processing. No payment, on any basis, will be made for unsatisfactory work.

Contractor agrees to submit complete, fully documented and accurate itemized statement of invoices with appropriate/applicable attachments and documentation, as required by the County for all goods, services, and work performed **following acceptance of goods, services or work by the County.**

At minimum, the original invoices submitted against the IFB, must reference all of the following information:

- a. Contractor/Vendor Name
- b. Contractor/Vendor Address
- c. Contractor/Vendor Contact Information
- d. Contractor/Vendor Telephone Number and Fax Number
- e. Contractor/Vendor Remittance to Address
- f. Invoice Date
- g. Invoice Number (uniquely numbered, no duplicates)
- h. Valid Dallas County Purchase Order Number must appear on all itemized invoices and packing slips
- i. Solicitation Number
- j. Date of Services or Date Purchase
- k. Description of Services and Goods
- l. Cost of Services and Goods

Invoices and support documentation are to be sent to:

Original Invoice: Dallas County Auditor's Office  
Attn: Accounts Payable  
500 Elm Street, Suite 4200  
Dallas, TX 75202  
214.653.6478  
[Accounts.Payable@dallascounty.org](mailto:Accounts.Payable@dallascounty.org)

Copy of invoice(s) shall be sent to: REQUESTING USER DEPARTMENT NAME AND ADDRESS INDICATED ON THE PURCHASE ORDER

All invoices must reference a Dallas County Purchase Order Number

Payment will be made upon receipt and acceptance by the County of completed services, goods and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government

Code, Chapter 2251. The County will incur no penalty for late payment if payment is made within thirty (30) or fewer days from the statement if there is an uncontested billing. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code. Invoices received without all the required supporting documentation and information will not be processed and will be returned to the Contractor unpaid for correction.

11. If applicable, a packing list or other suitable shipping documents shall accompany each shipment and shall show:
  - (a) Name and address of vendor
  - (b) Name and address of receiving department
  - (c) Dallas County Purchase Order number and
  - (d) Description of material shipped, including item numbers, quantity, number of containers, and package number, if any.

12. **ACH ELECTRONIC PAYMENTS**

*ACH Electronic Payments*

Dallas County offers ACH vendor and supplier payment services for all vendors and suppliers providing goods, services or products to Dallas County.

Dallas County is moving away from making payments by paper checks and we are strongly encouraging vendors and suppliers to accept electronic payments. Below is the option that is currently available in lieu of a paper check. Dallas County has chosen the Paymode-X ACH payment service through Bank of America for this efficient form of payment.

There is no cost or fee to the vendor or supplier of any kind resulting from the acceptance of an ACH payment from Dallas County via PaymodeX. This allows Dallas County to directly deposit invoice payments into the vendor's bank account along with complete remittance information that can be accessed at any time.

For more information regarding Paymode-X, please visit our website at: <http://portal.paymode.com/dallascounty/> or call customer service @ 877.443.6944 or contract the Dallas County Auditor's Office – Account Payable Division at 214.653.6473.

13. Upon request by Dallas County, bidders agree to furnish samples and/or demonstrations of products bid, as applicable. The product(s) requested will be furnished at no additional cost to Dallas County and will be of sufficient amounts and/or time frames agreed by County and bidder to ensure effective testing of the products(s). Any testing product used beyond the agreed upon amount or time frame may be considered for payment by Dallas County, if in the best interest of the County. Any product that fails testing shall be considered sufficient reason to reject the bid or product. Any product used by Dallas County, during the contract period that does not perform as specified and/or approved during testing shall be considered grounds for cancellation of the contract.
14. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as descriptive and not restrictive. As determined by Dallas County, equal is considered as articles or materials which can effectively and economically

perform the required task; is comparative in quality and performance and, if required, is acceptably similar or matches the specified structural design.

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

15. The Contractor shall be considered an Independent Contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision hereof or act of the Contractor shall be construed as changing that status.
16. The Contractor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.
17. The Contractor agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, County or the State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
18. The Contractor shall obtain from the appropriate City, Dallas County or the State of Texas the necessary permit(s), if any, required by the ordinances of the City, County or State for the performance of the Work.
19. The Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the County.
20. Should Dallas County authorize the original awardee to subcontract (assign) any portion of this contract, the original awardee will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the original awardee must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of this contract and/or legal ramifications, due to nonperformance.

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

21. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered

as if such invalid, illegal, or unenforceable provision had never been contained herein.

22. The parties herein agree that this Contract shall be enforceable in Dallas County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.

23. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.

24. **Scanned or Re-typed Response:**

If in its response, bidder/offeror either electronically scans, re-types, or in some way reproduces the County's published bid or proposal specifications, then in the event of any conflict between the terms and provisions of the County's published bid or proposal specifications, or any portion thereof, and the terms and provisions of the response made by bidder/offeror, the County's bid or proposal specifications as published shall control.

Furthermore, if an alteration of any kind to the County's published bid or proposal specifications is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

25. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

26. Multi-year service/lease-purchase agreements or any continuing contracts are solicited and awarded based on governmental fiscal funding. If for any reason, funds are not appropriated to continue the service/lease- purchase agreement, the said agreement/contract shall be automatically terminated on the expiration date or date in which the funds have been eliminated. Any/all services/leased equipment will be removed from the respective county department/facilities without penalty to Dallas County. Any/all charges incurred as a result of this action are the responsibility of the contractor.

27. Contractors are not officially authorized to begin work and/or deliver items covered under this agreement until formal approval and/or a signed contract is executed by the proper county authorities. Dallas County accepts no liability, of any kind, for products/services delivered/furnished without proper authorization.

28. Except for proposals received under Local Government Code 262.030 and/or 262.0295, in accordance with the aforementioned statutes, Dallas County will uphold the confidentiality of bidder trade secrets to the extent allotted by law. All confidential information must be clearly identified and separated, by the bidder and prior to submission of the proposal.

29. **OPEN RECORDS**

All responses submitted to Dallas County become the property of Dallas County and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested

firms/individuals should familiarize themselves with the provisions of that Act. In no event shall Dallas County, or any of its agents, representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the IFB.

If a firm/individual has special concerns about information that it desires to make available to Dallas County, but which it believes constitutes a trade secret, proprietary information or other information excepted from disclosure, such firm/individual should specifically and conspicuously designate ((i.e. mark confidential) each page of that information, which the Bidder believes, should not be disclosed outside Dallas County. Disclosure of requested information will be subject to the Texas Public Information Act.

30. **TERMINATION**

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

31. **TERMINATION FOR DEFAULT OR NON-PERFORMANCE**

Default, material breach, or non-performance of the bidder in terms of specifications or non-compliance with the terms of this contract shall be a basis for termination of the contract by the County. Termination in whole or in part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this Contract, by giving ten (10) days' advance written notice setting forth the nature of the material failure or non-performance to the Contractor and/or bidder with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The termination will not be effective if the material failure is fully cured prior to the end of the stated in written notice NOT LESS THAN TEN (10) day period.

Termination under this will not relieve Contractor from liability for any default or breach under this contract agreement or any other act or omission of Contractor.

The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance. In addition and as authorized by Commissioners Court, vendors terminated for non-performance will be disbarred from award consideration on future county solicitation for a period of not less than thirteen (13) months.

32. **MONETARY RESTITUTION**

In the event the contract is prematurely terminated due to default, non-performance and/or withdrawal by the contractor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination vendor's rate and new company's rate) beginning the date of vendor's termination through the contract expiration date. In the event a civil suit is filed to enforce this provision, Dallas County will seek its attorney's fees and cost of suit from the Contractor.

33. **NON-EXCLUSIVITY**

This contract and/or agreement is non-exclusive and shall not in any way preclude Dallas County from entering into similar agreements and/or arrangements with other Vendors, Contractors, or from acquiring similar, equal or like goods and/or services from other entities or sources including state contracts.

34. **NEPOTISM**

No person (1) who is an employee, agent, consultant, officer, or official of the contractor and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision-making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure.

35. **RIGHT TO PROTEST**

Vendors aggrieved in connection with a specific solicitation, evaluation, or the award of any bid, purchase order, or contract, may formally protest to the Purchasing Director only if the Vendor has reason to believe that, with respect to a specific solicitation, (a) there was a material violation of state or federal statutory requirements, County Purchasing Department rules and regulations, or this Code of Ethics (including the Restricted Contact Period), or (b) the procurement process gave an unfair advantage or unfair disadvantage to one or more Vendors.

*Procurement processes that may give an unfair advantage or disadvantage to one or more Vendors include, but are not limited to, the following:*

- i. The specification unfairly limits competition for no legitimate purpose;
- ii. The contract award is compromised by improprieties in post-award negotiations;
- iii. The evaluation factors or criteria are applied in a manner that is different than disclosed in

the solicitation; and

iv. There are irregularities in the receipt or opening of solicitation responses.

*Protests must be in written form and must contain the following information (if applicable):*

i. The protesting Vendor's name, address, telephone number, fax number, and email address;

ii. The identifying number of the solicitation and/or contract;

iii. The date the Vendor became aware of the facts forming the basis of the protest;

iv. A detailed statement of the factual grounds for the protest, including copies of any relevant documents or evidence and the statute, rule, or regulation that was violated, if applicable; and

v. A sworn certification that the protest is brought in good faith and for good cause. If a protest is based on an ambiguity or a problem in a solicitation, and is made after the solicitation response deadline, it must also include a certification that the protesting Vendor was not aware of the ambiguity or problem (and did not have an opportunity to ask for clarification or a correction) before the solicitation response deadline.

Protests must timely raise all claims and describe the evidence supporting those claims with specificity. Any claims that are not timely raised may be deemed waived. In the event of a protest during a solicitation response period, a protesting Vendor who wishes to continue in the solicitation process during such protest must still submit a bid or proposal according to the rules set forth in the solicitation.

Protests, including any protest appeals requests, must be sent by mail or email to the Dallas County Purchasing Director at Founders Square, 900 Jackson St., 6th Floor, Suite 680 Dallas, Texas 75202 or [Michael.Frosch@dallascounty.org](mailto:Michael.Frosch@dallascounty.org). Mail-in requests must be postmarked and email requests must be received by the Purchasing Director no later than (a) five (5) business days after the date that the protesting Vendor knew or should have known of the facts giving rise to the protest, or (b) before the contract is awarded, if the Vendor is aware of the facts giving rise to the protest prior to the contract award, whichever is earlier.

**It is the responsibility of the Vendor to ensure that solicitation protests are delivered to the Purchasing Director within the time period stated herein. Protests that are late or delivered to an incorrect address or individual, or that otherwise do not comply with these rules (including providing the sworn certification as described above), will be declared invalid.**

*Written Decision.* All protests will be initially reviewed by the Purchasing Director, who must rule on the protest and provide a written decision, including the reasons for the decision and the decision date, to the protesting Vendor within ten (10) business days (the “Written Decision”). Any appeal of the Written Decision must be made within five (5) business days of the receipt thereof.

*Appeals Process.* Appeals of the Written Decision should be sent to the Purchasing Director at the address above, who shall notify the Appeals Committee, consisting of the County Administrator, the County Auditor, and the County Budget Director. The Purchasing Director shall serve as staff to the Appeals Committee and will be present at the Appeals Hearing. The protesting Vendor shall be notified of the time and place of the Appeals Hearing and will be provided an opportunity to present arguments. The documentary evidence at the Appeals Hearing is limited to the documentary evidence submitted for the original protest unless, for good cause shown, the Appeals Committee grants authority for the protesting Vendor to provide additional documentary evidence. The protesting Vendor shall seek approval to submit additional documentary evidence for good cause as soon as possible, but no later than (a) five (5) days before the hearing, or (b) within seventy-two (72) hours from when the protesting Vendor knew or should have known about the additional evidence, whichever period is shorter. The request should include copies of the additional documents that the protesting Vendor seeks authority to use at the hearing. The Appeals Committee may appoint an independent hearing examiner to conduct the hearing and provide a written recommendation, if needed. A written final decision, including the reasons for the final decision and the decision date, will be provided to the protesting Vendor within ten (10) business days of the Appeals Hearing (the “Final Decision”). Requests for an appeal of the Final Decision must be mailed or emailed to the Purchasing Director within five (5) business days of the Final Decision, who will notify the Commissioners Court of the request.

A Commissioners’ Hearing may take place at the discretion of the Commissioners Court. A single vote of a Commissioner on the Commissioners Court is required for a Hearing to be granted. The Commissioners may, at any time during the process, review the written record of the previous decisions on the matter. All decisions of the Commissioners Court, including whether to allow a Commissioners’ Hearing, are final.

*Right to Appear before the Commissioners Court.* All individuals and entities have the right to an appearance before the Commissioners Court subject to the rules of the Court, this Code of Ethics, and, during an Active Solicitation, the Restricted Contact Period provisions in Section 6 herein. However, a protesting Vendor does not have an automatic right to a Commissioners’ Hearing on any protest appeal under this Code of Ethics, which will be granted only at the discretion of the Commissioners Court.

*Notification.* Protest hearings are open to the public. Public notification of any hearings, including Appeals Hearings and Commissioners’ Hearings, shall be posted on the Dallas County Purchasing website at [www.dallascounty.org/departments/purchasing](http://www.dallascounty.org/departments/purchasing)

*Solicitations and Contracts Pending.* Filing a protest under this Section will not trigger an automatic stay of any procurement process or contract award. It is in the discretion of the Purchasing Director and the Commissioners Court whether to stay any procurement process or contract award with respect to any Vendor protest. Whether a stay is granted shall not compromise any protesting Vendor’s right to the protest procedures outlined herein.



*Records.* Records of all protests, including the protest filed, related evidence, and any Written and Final Decisions (including the outcome of any Commissioners' Hearing, if applicable) will be maintained by the Purchasing Department for a period of no less than four (4) years.

36. Contractors are required to comply with the Equal Employment Opportunity Act requiring that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of this Contract. The successful bidder shall take affirmative action to ensure that applicants are employed and treated during employment, without regard to their race, age, color, religion, sex or national origin. This action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, compensation and selection for training. The successful bidder shall state to all employees and advertisements that all employees and qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, or natural origin.
37. No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of Dallas County. It is the responsibility of the contractor during all phases of the contract process to notify the County in writing of any potential conflict of interest.
38. In the best interest of the County, as determined by the Dallas County Commissioners Court, any bidder/proposer who is currently involved, either directly or indirectly, with any litigation against or involving Dallas County may be disqualified and/or not considered for an award.
39. Pursuant to Sec. 9.001 of the Texas Business Organization Code, non-Texas entities, including, but not limited to corporations, limited partnerships, and limited liability companies must have an application for registration filed with the Texas Secretary of State and shall provide to Dallas County a Certificate of Status issued by the Texas Secretary of State that serves as official evidence of the entity's existence or authority to transact business in Texas. To transact business with Dallas County, all entities must be in legal compliance pursuant to applicable laws, and shall provide to Dallas County evidence of said compliance.
40. Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
41. Where applicable, MSDS Forms must be provided with delivered products. In addition WITHOUT EXCEPTION, within 30 days after award, the successful bidder(s) MUST furnish Material Safety Data Sheets for all applicable awarded contract items to: Erin Spargo, Ph.D., Southwestern Institute of Forensic Sciences/Office of the Medical Examiner Facility, 2355 Stemmons Freeway, Dallas, Texas 75207. Dallas County reserves the right to withhold payments owed and/or terminate the contract due to non-performance if the aforementioned documents are not provided accordingly.

42. **INTERLOCAL AGREEMENT (City/State Participation Program)**

In accordance with Article 791.025 of the Texas Government Code, governmental agencies (local, state) may request to utilize County contract by executing an interlocal agreement with Dallas County to do so. Vendors are to indicate on the bid proposal page whether they are willing to extend pricing from this contract to other governmental agencies in accordance with the outlined specifications. Dallas County is indemnified against any and all claims that may arise from Interlocal Agreements entered into by the Contractor and governmental agencies.

43. **FEDERAL DEBARRED VENDORS**

No products and/or services utilizing Federal funds may be procured from vendors that are listed on the Federal Excluded Parties List aka System for Award Management (SAM). Government requirements for non-procurement suspension and debarment are contained in the OBM guidance 2CFR, part 180 that implements Executive Orders 12549 and 12689 Debarment and Suspension. Dallas County reserves the right to reject from award consideration and/or terminate any contract with any vendor found to be suspended, ineligible and/or debarred as outlined herein.

44. **TWELVE (12) MONTH WAITING PERIOD FOR EMPLOYMENT OF CERTAIN FORMER COUNTY EMPLOYEES**

In accordance with the County's Transparency Policy, any firm awarded a contract for the Procurement of goods or services shall be prohibited from hiring any individual who has previously worked for the County and in that capacity either evaluated, recommended, approved, monitored, or managed a contract involving that firm no sooner than twelve months after that individual has ceased to work for or be employed by the County. Failure to adhere to such a contractual requirement may result in the termination of the contract with the County.

IFB

ATTACHMENT S  
SBE PROGRAM AND FORMS



## SBE LANGUAGE

### 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 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 playingfield 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>. 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





## 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.

SBE certified subcontractors/suppliers									
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
							Total	\$	%

### 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)



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

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

For Use by SBE Office Only

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

SBE Notes:



## 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: \_\_\_\_\_



**DALLAS COUNTY  
SUBCONTRACTOR INTENT FORM**

To: Dallas County - Small Business Enterprise Department

Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Solicitation #: \_\_\_\_\_

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

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:

	Prime	Sub
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	_____	_____

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## **INVITATION FOR BID**

For

Purchase of Aggregates, Washed Sand, and Cement Treated Base for Construction of Highways, Streets,  
and Bridges

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

The intent of this Invitation for Bid (hereinafter referred to as IFB) is to establish a two-year master agreement for aggregates, washed sand, and cement treated base for use in the construction of highways, streets, and bridges as, in accordance with the requirements described herein. All materials will be purchased on an as needed/as requested basis.

## **II. Specifications**

Contractor shall furnish and supply all permits, licenses, insurance, fees, incidentals, personnel, service, supervision, labor, skill, installation, material, product, parts, supplies, pump, hoses, equipment, travel time, mobilization, delivery, shipping, handling, transportation, fuel surcharges, and documentation necessary to provide the required products. Rail terminal pick-up points are not acceptable to Dallas County.

Contractor must be in business of providing road and highway building material industry and be an authorized manufacturer or reseller for at least five consecutive years to be considered for award. The County may require a bidder to provide a proof of reseller authorization. Acceptable proof of authorization may include but not limited to the submission of a letter from the manufacturer/supplier indicating that the Contractor is authorized reseller of the requested products. Contractor must be in operation and available for inspection.

All items requested by Dallas County must be of the highest quality and must conform to appropriate Texas Department of Transportation TxDOT standards for Construction of Highways, Street, and Bridges or in accordance with special specifications stated herein.

Contractor must be prepared to guarantee, as first party, quality and content of their product specified in the latest TxDOT standard specifications for Construction of Highways, Street, and Bridges or in accordance with special specifications.

Test samples of product offered in bid must be furnished upon request at no additional expenses to the County, during the inspection period and at any time during the contract period.

Product Testing: Any sample which fails testing as set forth shall be grounds for cancellation of this contract; the County will make the final determination of testing and/or cancellation of contract at its sole discretion. The vendor shall be responsible for any confirmation testing in the event field test results do not conform to specification requirements.

Lab test data will become the property of Dallas County. Contractor shall provide field supervision during application of the product as requested by Dallas County authorized representative and/or road superintendents. All costs for testing and supervision shall be paid by the Contractor. Contractor shall furnish a lab test data at the time of bidding for the recycling agent as related to sample street.

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Dallas County will hold a minimum of ten percentage (10%) retainage for materials which may appear to be unacceptable pending laboratory testing. Retainage will be held until Dallas County is satisfied with replacement of inferior materials.

**Registered with the Department of Agriculture:** Contractor must be currently registered with the Department of Agriculture and have an original annual Weights and Measures Device Registration Certificated posted at the site.

Contractor shall provide satisfactory platform scales at the plant site for use in obtaining the net weight of each load of furnished material. All platform scales shall be sufficient size to permit the entire vehicle or combination of vehicles to rest on the scale platform while being weighed.

Contractor must follow the requirements of the Texas Natural Resource Commission, including permit requirements.

All items offered must meet applicable Federal specifications (if applicable).

**Demurrage / Detention:** Except as otherwise provided, one (1) hour will be allowed for unloading. Unloading time shall be deemed to run from the time the tank truck arrives at the unloading site until all connections have been removed, necessary shipping documents have been executed and tank truck is ready to leave premises.

**Delivery:** Contractor shall be required to maintain or have available for their own use an inventory sufficient to make shipment/delivery within 48 hours, excluding County holidays upon notification by Dallas County after receipt of valid purchase order number via mail or other types of electronic transmission. Contractor guarantees that all deliveries shall be on dates and at the time specified by the County. Contractor will confirm shipment/delivery in writing within 24 hours prior to time specified for shipment of material

Contractor must make deliveries at any point specified by the County covered by the awarded contract where material may be needed. Primary delivery locations shall include, but not be limited to the following service centers listed below (Dallas County reserve the right to add/delete centers as it deemed necessary)

Road and Bridge District #3  
1506 E. Langdon Road  
Dallas, Texas 75216

Road and Bridge District #4  
4403 West Illinois Ave  
Dallas, Texas 75211

Designated project and jobsites within Dallas County

All tank trucks used in the shipment/delivery shall be clean and in good mechanical condition. Equip tank trucks with all the facilities necessary for unloading a given shipment, including, but not limited to an



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adequate length of hose, or rejection may occur at the point of destination, at no expense to the Dallas County.

All tank trucks equipped with an operational thermometer to enable the receiver to verify actual temperature of material. Bituminous Material delivered by tank truck within the temperature range specified on the contractor's certification, that accompanies the shipment. Any material that does not meet the minimum application temperature requirements may be rejected at no expense to Dallas County. In addition, the contractor may be subject to delay charges.

Delivery Hours: All deliveries will be made during normal business hours of 6:00 a.m. – 4:30 p.m. CST, Monday through Thursday, excluding County Holidays. Contractor will make arrangement with the requesting department before shipment of products to ensure County personnel will be available to receive shipment. No empty pallets, shrink wrap, plastic or metal bands, cardboard barriers or shipping materials of any kind are to be left at delivery site.

Ordering Authority: Contractor should understand that any request for purchase of material, goods, or services shall be accompanied by a valid Dallas County Purchase Order Number issued by the Dallas County Purchasing Department.

The successful Contractor shall assign an account representative to Dallas County. This representative shall be responsible for but not limited to:

Coordinating all orders and shipments

Coordinate with using County Departments

Provide Dallas County with a quarterly usage report if requested delineating the acquisition activity governed by the Contract. One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders. The successful Contractor(s) shall furnish a quarterly report detailing the items purchased under this contract. Reports must be filed within fifteen (15) calendar days after the end of each reporting period. The format of the report shall be approved by the Dallas County Purchasing Department and shall disclose the quantity and dollar value of each contract items by individual unit.

Failure to comply with requirements stated in theses specifications will results in the termination of contract due to non-performance.

Haul Mileage from the mixing plant to the jobsite shall be determined by the nearest and shortage truck route. A circuitous route shall be avoided unless delivery is not possible using the shortage route.

This requirement only applies to entities that require the awarded Contractor to furnish and install the requested product: When requested to do so by the County and/or other entities using this contract, the

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awarded Contractor shall be responsible to provide a Contractor truck and operator at the site of work to spread or transfer the asphalt material in accordance with the requirements of the County and/or other entities. The rate quoted shall be considered full compensation for all costs to Contractor including transportation from portal to portal and for the spreading or transferring of asphalt material at the site of work in accordance with the requirements of the County and/or other entities.

Satisfactory completion of work shall be determined by the Dallas County Road and Bridge Superintendent or designated representative. Contractor shall conduct all work under the supervision of the Dallas County Project Coordinator and will utilize safety measures and equipment necessary to protect personnel equipment and traffic from undue hazard or accident.

Contractor supplied equipment shall be in accordance with Texas Department of Transportation (TxDOT") Standard Specifications. Contractor equipment shall be so designed, equipped, maintained, and operated to bituminous material at even heat may be applied uniformly on variable widths of surface. Equipment shall include a tachometer, pressure gauge, and accurate volume measuring devices or a calibrated tank, and a thermometer for measuring temperatures of the tank contents. Equipment shall be equipped with a power unit for the pump, and full circulation spray bars adjustable laterally and vertically.

On light traffic roadways Contractor shall be responsible for providing all traffic control. Contractor shall also be responsible for providing reasonable traffic control on highly traveled roadways. Specific traffic control measures on highly traveled roadways shall be negotiated between contractor and the Road Superintendent prior to construction. Measurement for this item shall be by the composite ton method.

References: Contractor shall provide with bid a minimum of three (3) customers/clients utilizing similar products. The reference information shall include firm or agency names, inside contact person name, telephone numbers, type of product and contract duration (time beginning and end date).

## **I. Specifications**

These specifications govern the materials, composition, manufacture, and testing of related materials.

### **3.1 Item 302 Aggregate for Surface Treatments**

Furnish aggregate for surface treatments in conformance to the type, grade, and Surface Aggregate Classification (SAC) shown on the plans.

#### **3.1.1 Materials must meet specifications in accordance with the latest Tx Dot standard specifications for construction and maintenance of highways, streets and bridges, Items # 302, grade 3 and 4.**

Furnish uncontaminated materials of uniform quality throughout that meet the requirements of the plans and specifications. Notify the Engineer of all proposed material sources and of changes to material sources. The Engineer will designate the sampling location.

#### **3.1.2 Aggregate. Stockpile aggregates for each source and type separately. Do not add materials to approved stockpiles without the approval of the Engineer.**

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Furnish aggregate of the type shown on the plans and listed in Table 1. Use Tex-100E materials definitions.

**Table 1**  
**Aggregate Types**

Type	Material
A	Gravel, crushed slag, crushed stone, or limestone rock asphalt (LRA)
B	Crushed gravel, crushed slag, crushed stone, or LRA
C	Gravel, crushed slag, or crushed stone
D	Crushed gravel, crushed slag, or crushed stone
E	Aggregate as shown on the plans
L	Lightweight Aggregate
PA	Precoated gravel, crushed slag, crushed stone, or LRA
PB	Precoated crushed gravel, crushed slag, crushed stone, or LRA
PC	Precoated gravel, crushed slag, or crushed stone
PD	Precoated crushed gravel, crushed slag, crushed stone
PE	Precoated aggregate as shown on the plans

Ensure the aggregate gradation meets the requirements in Table 2 for the specified grade, unless otherwise approved.

Furnish aggregate that meets the requirements shown in Table 3, unless otherwise shown on the plans.

Furnish LRA in accordance with DMS-9210, "Limestone Rock Asphalt (LRA)," when used. Provide aggregates from sources listed in the Department's Bituminous Rated Source Quality Catalog (BRSQC). Use materials not listed or not meeting requirements of the BRSQC only when tested by the Engineer and approved before use. Allow 30 calendar days for testing of material from such sources.

Provide aggregates for final surfaces that meet SAC shown on the plans. Do not blend to the SAC. The SAC requirement will apply only to the aggregate used on the travel lanes unless otherwise shown on the plans. The BRSQC lists the SAC for sources on the Aggregate Quality Monitoring Program (AQMP).

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**Table 2**

**Aggregate Gradation Requirements (Cumulative % Retained<sup>1</sup>)**

Sieve	Grade								
	1	2	3S <sup>2</sup>	3		4S <sup>2</sup>	4	5S <sup>2</sup>	5
				Non-Lightweight	Lightweight				
1"	-	-	-	-	-	-	-	-	-
7/8"	0-2	0	-	-	-	-	-	-	-
3/4"	20-35	0-2	0	0	0	-	-	-	-
5/8"	85-100	20-40	0-5	0-5	0-2	0	0	-	-
1/2"	-	80-100	55-85	20-40	10-25	0-5	0-5	0	0
3/8"	95-100	95-100	95-100	80-100	60-80	60-85	20-40	0-5	0-5
1/4"	-	-	-	95-100	95-100	-	-	65-85	-
#4	-	-	-	-	-	95-100	95-100	95-100	50-80
#8	99-100	99-100	99-100	99-100	98-100	98-100	98-100	98-100	98-100

1. Round test results to the nearest whole number.
2. Single-size gradation.

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**Table 3**  
**Aggregate Requirements**

Property	Test Method	Requirement	Remarks
Sampling	<a href="#">Tex-221-F</a>	-	
SAC	<a href="#">AQMP</a>	As shown on the plans	
Deleterious Material, %, Max	<a href="#">Tex-217-F, Part I</a>	2.0	Not required for lightweight aggregate.
Decantation, %, Max	<a href="#">Tex-406-A</a>	1.5	
Flakiness Index, Max	<a href="#">Tex-224-F</a>	17	Unless otherwise shown on the plans.
Gradation	<a href="#">Tex-200-F, Part I</a>	See Table 2	
Los Angeles Abrasion, %, Max	<a href="#">Tex-410-A</a>	35	
Magnesium Sulfate Soundness, 5 Cycle, %, Max	<a href="#">Tex-411-A</a>	25	
Micro-Deval Abrasion, %, Max	<a href="#">Tex-461-A</a>	—	Not used for acceptance purposes. Used by the Engineer as an indicator for further investigation.
Coarse Aggregate Angularity, 2 Crushed Faces, %, Min	<a href="#">Tex-460-A, Part I</a>	85	Unless otherwise shown on the plans. Only required for crushed gravel
<b>Additional Requirements for Lightweight Aggregate</b>			
Dry Loose Unit Wt., lb./cu. ft.	<a href="#">Tex-404-A</a>	35–60	
Pressure Slaking, %, Max	<a href="#">Tex-431-A</a>	6.0	
Freeze-Thaw Loss, %, Max	<a href="#">Tex-432-A</a>	10.0	
Water Absorption, 24 hr., %, Max	<a href="#">Tex-433-A</a>	12.0	Unless otherwise shown on the plans.

Material must meet specifications in accordance with the latest TxDOT standard specifications for construction of highways, streets and bridges, Items #302, Grade 3 and 4.

### 3.2 Washed Sand (Hydraulic Cement Concrete) Item 421

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Materials shall meet requirements of the latest TxDOT standard specifications for construction and maintenance of highways, streets and bridges, Item 421, (5), Table 2, Fine Aggregate.

**Table 2**  
**Gradation Requirements for Fine Aggregate**

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–15

### 3.3 **Item 276** Cement Treated Scalping Mixing (using County Materials)

Dallas County is requesting vendors bid a cost per ton for scalping and mixing county provided materials with additional cement as required to provide cement treated base material. The cement content shall be 5.5% plus or minus .05%.

3.3.1 Construct a base course composed of flexible base, hydraulic cement, and water, mixed in an approved plant.

#### 3.3.2 **Materials**

Furnish uncontaminated materials of uniform quality that meet requirements of the plans and specifications. Notify the Engineer of proposed sources of materials and of changes in material sources. The Engineer will verify that the specification requirements are met before the sources can be used. The Engineer may sample and test project materials at any time before compaction. Use Tex-100E for material definitions.

3.3.3 **Cement.** Furnish hydraulic cement that meets the requirements of DMS-4600, "Hydraulic Cement," and the Department's Hydraulic Cement Quality Monitoring Program (HCQMP). Sources not on the HCQMP will require testing and approval before use.

3.3.4 **Flexible Base.** Furnish base material that meets the requirements of Item 247, "Flexible Base," for the type and grade shown on the plans, before the addition of cement.

3.3.5 **Water.** Furnish water that is free of industrial waste and other objectionable material.

3.3.6 **Asphalt.** Furnish asphalt or emulsion that meets requirements of Item 300, "Asphalts, Oils, and Emulsions," when permitted for curing purposes as shown on the plans or as directed.

3.3.7 **Mix Design.** Using the materials proposed for the project, the Engineer will determine the target Cement and optimum moisture content necessary to produce a stabilized mixture meeting the strength requirements shown in Table 1 for the class specified on the plans. The mix will be designed in accordance with Tex-120-E. The Contractor may propose a mix design developed in accordance with Tex-120-E. The

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Engineer will use Tex-120-E to verify the Contractor's proposed mix design before acceptance. The Engineer may use project materials sampled from the plant or quarry, and sampled by Engineer or the Contractor, as determined by the Engineer. Limit the amount of asphalt concrete pavement to no more than 50% of the mix unless otherwise shown on the plans or directed.

**Table 1**  
**Strength Requirements**

Class	7-Day Unconfined Compressive Strength, Min psi
L	500
M	300
N	As shown on the plans

#### *Mixing Plant:*

The Plant shall be capable of producing a minimum of 300 tons per hour.

The cement, aggregate and water shall be thoroughly mixed in an approved processing plant. The mixer shall be a stationary twin shaft pugmill. The plant shall be equipped with feeding and metering devices which will add the base material, cement, and water in the mixer in the specified quantities. The moisture content of the mixture shall be maintained between one percent below and two percent above optimum moisture or shall be maintained within the range established by the Engineer. The amounts of cement and moisture are expressed as percentages of dry weight of the combined aggregate and cement.

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

During the solicitation process bidders are required to limit their communication regarding this project to the Buyer referenced herein. A pre-bid meeting will be held by the County whereby the bidders will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The pre-bid meeting will be the only time when bidder and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be address through the County's purchasing platform, (<https://www.bidnetdirect.com/texas/dallas-county>), to the assigned Buyer. The County will respond to all questions by way of addendum which will be posted as part of the solicitation. The County, its agents, and employees shall not be responsible for any information given by way of verbal communication.

Pre-bid conference **September 25<sup>th</sup>, 2025, at 10:00 a.m. CST**, the pre-bid meeting will be conducted through a conference call.

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Meeting ID: 236 618 427 796 2

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[https://gcc02.safelinks.protection.outlook.com/ap/t-59584e83/?url=https%3A%2F%2Fteams.microsoft.com%2F%2Fmeetup-join%2F19%253ameeting\\_OTkzZTc2ODMtMTBhMS00NGY0LWJjODgtZmI5NzBlMzVjMzJj%2540thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252251adcfad-72f1-479c-b28f-52412e04014b%2522%252c%2522Oid%2522%253a%25226f7e6e0d-1f84-43a8-a037-c8b93e424cb8%2522%257d&data=05%7C02%7Cmarvin.kines%40dallascounty.org%7C045ac5de892946cc865608ddf4825ba1%7C51adcfad72f1479cb28f52412e04014b%7C0%7C0%7C638935562903209405%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOIjoiTWVpbCIsIlldUjjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=5ofvyiPzr1pySaYe4oUnOvt3DwgrKlbqAVnNq7j5r6Y%3D&reserved=0](https://gcc02.safelinks.protection.outlook.com/ap/t-59584e83/?url=https%3A%2F%2Fteams.microsoft.com%2F%2Fmeetup-join%2F19%253ameeting_OTkzZTc2ODMtMTBhMS00NGY0LWJjODgtZmI5NzBlMzVjMzJj%2540thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252251adcfad-72f1-479c-b28f-52412e04014b%2522%252c%2522Oid%2522%253a%25226f7e6e0d-1f84-43a8-a037-c8b93e424cb8%2522%257d&data=05%7C02%7Cmarvin.kines%40dallascounty.org%7C045ac5de892946cc865608ddf4825ba1%7C51adcfad72f1479cb28f52412e04014b%7C0%7C0%7C638935562903209405%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOIjoiTWVpbCIsIlldUjjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=5ofvyiPzr1pySaYe4oUnOvt3DwgrKlbqAVnNq7j5r6Y%3D&reserved=0)

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Phone conference ID: 497 117 448#

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The deadline for the submission of questions is on **October 3<sup>rd</sup>, 2025, at 2:00 p.m. CST** through Bidnet.

**IV. Term and Commencement Date**

This will be a two-year term contract with **no renewal options** commencing upon award by Commissioners Court, upon meeting any insurance and/or bonding requirements (if applicable) and/or fully executing the contract (if applicable).

**V. Award Method**

The County's intent is to award this solicitation by line, 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).

**VI. Bid Submittal and Exception Requirements**

To be considered for award, the bid response must be submitted by **October 9<sup>th</sup>, 2025 at 2:00 p.m. CST**. Bid responses shall be submitted electronically through Bidnet, the County's online public solicitation platform (<https://www.bidnetdirect.com/texas/dallas-county>) 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.



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

Note: On December 19, 2024, Dallas County implemented a new public solicitation platform and will be posting all solicitations for goods, services, and construction through Bidnet. Vendors seeking to do business with Dallas County will be required to register, (<https://www.bidnetdirect.com/texas/dallas-county>). By registering, vendors will be able to receive solicitation notices, view open solicitations, and submit their response online to desired business opportunities.

## **VII. Communication**

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

All questions regarding this solicitation are to be submitted in writing to **Marvin Kines**, Dallas County Purchasing Department via **Bidnet** (<https://www.bidnetdirect.com/texas/dallas-county>) , 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 **marvin.kines@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 addendums and/or any other correspondence (general information, question and responses) to this IFB will be made available exclusively through the Dallas County website for retrieval. Bidders are solely responsible for frequently checking this website for updates to this IFB Addendums to this IFB can be located at the following web address: <http://www.dallascounty.org/departments/purchasing/currentbids.php> (go to the appropriate IFB #, click on the appropriate hyperlink for viewing and/or downloading.)**

## **VIII. Location and Invoicing**

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

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

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

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

## **IX. Documents Submitted with Bid**

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

## **X. Opening of Bids**

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

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NDQwNzM2MzItMmYwYy00MGNjLWJjZWQtZGVjMzA5NmUxMDc2%40thread.v2/0?context=%7B%22Tid%22%3A%2251adcfad-72f1-479c-b28f-52412e04014b%22%2C%22Oid%22%3A%226f7e6e0d-1f84-43a8-a037-c8b93e424cb8%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&btype=a&role=a](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDQwNzM2MzItMmYwYy00MGNjLWJjZWQtZGVjMzA5NmUxMDc2%40thread.v2/0?context=%7B%22Tid%22%3A%2251adcfad-72f1-479c-b28f-52412e04014b%22%2C%22Oid%22%3A%226f7e6e0d-1f84-43a8-a037-c8b93e424cb8%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&btype=a&role=a)

Bids will be publicly opened in compliance with public bid opening statutory requirements.

## **XI. Review of Bids**

**Solicitation Number No.: 2025-058-7083 Pre-Bid Meeting Date: September 25<sup>th</sup>, 2025 @10:00 a.m. CST Project Title: Purchase of Aggregates, Washed Sand, and Cement Treated Base for Construction of Highways, Streets, and Bridges **Bid Due Date: October 9<sup>th</sup>, 2025 @ 2:00 p.m. CST****

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

## **XII. Bid Pricing**

1. Bid 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 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. Price increase(s) shall not be automatic, the bidder shall request on an annual bases a price increase which shall not exceed 5% annually as warranted. Bidder 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 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.
2. The County also seeks relief when market conditions experience decreases in commodity and/or labor cost and/or when the vendor purchases in volume to take advantage of volume discounts and therefore the County requires the vendor to adjust contract prices when applicable for such commodity and/or labor cost decreases. Price decreases are effective immediately or on such date mutually agreed upon by Contractor and County.

## **XIII. Insurance Requirements**

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

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

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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:

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

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

Policies under this Section shall apply to State of Texas and include the following

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endorsements in favor of Dallas County:

- a. Waiver of Subrogation
  - b. Thirty (30) day Notice of Cancellation
  - c. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers.
- 1.3. Automobile Liability Insurance: Contractor shall maintain Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than Five Hundred Thousand 00/100 (\$500,000.00) Combined Single Limit of Liability for Bodily Injury and Property Damage. Such insurance is to include coverage for loading and unloading hazards.

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

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

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

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

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- 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
  - 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

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

#### **XIV. Rejection or Acceptance of Bids**

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

#### **XV. Late and Withdrawn Bids**

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

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

#### **XVI. Confidentiality**

Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response by the bidder. County cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Respondents who include information in a bid that is legally protected as trade secret or confidential shall clearly indicate the information which constitutes a trade secret or confidential information by marking that part of the bid "trade secret" or "confidential" at the appropriate place. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a bid, the bidder shall, upon request, immediately furnish sufficient written reasons and information as to why the information designated as a trade secret or confidential should be protected from disclosure to Attorney General of Texas for final determination.

#### **XVII. Disqualification of Bidders**

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

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

#### **XVIII. Permits Required by Law**

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

#### **XIX. Records and Audit**

The Contractor shall keep accurate records of all components of invoices to the County as they relate to this contract. These records shall be retained for a minimum of two years after the conclusion of the Contract. The County reserves the right to audit any records it deems necessary for the execution of this Contract.

#### **XX. Assignment of Contract**

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

#### **XXI. Default by Contractor**

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

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

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

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



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

## **XXII. Termination**

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

## **XXIII. Miscellaneous**

1. After executing the contract or issuance of a purchase order, no consideration will be given to any claim of misunderstanding.
2. Bidders shall submit with their bid, the required Contractor's qualification statement with supporting information as stated herein along with all other supporting documentation requested.
3. Bidders shall thoroughly familiarize themselves with the provisions of these specifications/scope of work.
4. A bid may be disqualified if the corporation or individual bidder is in arrears or in default to the County for delinquent taxes or assessments or on any debt or contract, whether as defaulter or bondsman; or who has defaulted upon any obligation to the County by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, bidders may be disqualified for poor prior performance on similar Contracts with other entities.
5. The Contractor agrees to abide by the rules and regulations as prescribed herein. The Contractor will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
6. If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
7. The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.
8. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the department director and/or Purchasing Agent or his authorized representative shall be final.

## **XXIV. Indemnity**

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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.

## **XXV. Development Costs**

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

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

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

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

**Step 1:** Business Entity completes Form 1295 in electronic format on the Texas Ethics Commission website: ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](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.

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

**XXVII. Conflict of Interest**

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

**XXVIII. Small Business Enterprise (SBE) Program**

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