

## Notice

### Basic Information

**Reference Number** 0000415499  
**Issuing Organization** Dallas County  
**Owner Organization**  
**Solicitation Type** IFB - Invitation for Bid (Formal)  
**Solicitation Number** 2026-019-7104  
**Title** Replacement of Hot Water Piping System and Security Ceiling  
**Source ID** PU.AG.USA.2438.C18536526  
**Piggyback Solicitation** No

### Details

**Location** Dallas County, Texas  
**Delivery Point** 2600 Lone Star Dr Dallas, Texas United States 75212  
**Description** This is a one-time construction contract for the upgrade and replacement of the hot water piping system and impacted ceiling for the Henry Wade Juvenile Justice Center.

**Closing and Submission Date**  
 The bids response must be submitted by the due date April 30, 2026, at 2:00 p.m. (CST)

**Bid Reading**  
 April 30, 2026, 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.  
[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZWMxOTNmMDUtYWl5ZS00NmYyLWEyMWYtZDhkYmFjZjFjZDU1%40thread.v2/0?context=%7B%22id%22%3A%2251adcfad-72f1-479c-b28f-52412e04014b%22%2C%22oid%22%3A%22f4fb30c2-bb8b-428a-8d86-8365dbdb061f%22%2C%22isBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&type=a&role=a](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWMxOTNmMDUtYWl5ZS00NmYyLWEyMWYtZDhkYmFjZjFjZDU1%40thread.v2/0?context=%7B%22id%22%3A%2251adcfad-72f1-479c-b28f-52412e04014b%22%2C%22oid%22%3A%22f4fb30c2-bb8b-428a-8d86-8365dbdb061f%22%2C%22isBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&type=a&role=a)

**\*\*All contactors that will be on the property must complete and return the following forms prior to the onsite visit.\*\***  
**\*\*Please complete and return as it takes takes about 3-5 business days to process.\*\***

**Form 17 - Background Check Waiver**  
**Child Abuse Registry Check Consent Form**

### Dates

**Publication** 03/12/2026 11:45 AM CDT  
**Question Acceptance Deadline** 04/14/2026 10:00 AM CDT  
**Questions are submitted online** Yes  
**Closing Date** 04/30/2026 02:30 PM CDT

**Prebid Conference** 04/02/2026 10:00 AM CDT  
**Onsite Visit** 04/02/2026 12:30 PM CDT

### Contact Information

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

### Buyer Preferences, Guidelines & Requirements

**Participation Requirements**  
 - Small Business Participation

**General Requirements**  
 - FOB Destination  
 - Insurance Required

**Award Requirements**  
 - All or None Award

### Bonding Requirements

- Bid Bond 5.00 %
- Performance Bond 100.00 %
- Payment Bond 100.00 %

**Pre-Bidding Events**

**Event Type** Prebid Conference  
**Attendance** Recommended  
**Event date** 04/02/2026 10:00 AM CDT  
**Location** Via Microsoft Teams  
**Event Note** **Join:**  
<https://teams.microsoft.com/meet/28641680659295?p=sjun1h64r23gAXvYim>  
 Meeting ID: 286 416 806 592 95  
 Passcode: tM622Da2 Need help? | System reference  
**Dial in by phone**  
 +1 469-208-1731,,345438244# United States, Carrollton  
 Find a local number

**\*\*Please have all contactors that will be on property complete the following forms and get them back to me asap\*\* It takes about 3-5 business days to process..**

**Form 17 - Background Check Waiver  
 Child Abuse Registry Check Consent Form**

**Event Type** Onsite Visit  
**Attendance** Mandatory  
**Event date** 04/02/2026 12:30 PM CDT  
**Location** 2600 Lone Star Dr Dallas, Texas United States 75212

**\*\*All contactors that will be on the property must complete and return the following forms prior to the onsite visit.\*\*  
**\*\*Please complete and return as it takes takes about 3-5 business days to process.\*\*****

**Form 17 - Background Check Waiver  
 Child Abuse Registry Check Consent Form**

**Bid Submission Process**

**Bid Submission Type** Electronic or Physical Bid Submission  
**Pricing** Lump sum  
**Pricing** Lump sum

**Bid Documents List**

Item Name	Description	Mandatory	Limited to 1 file
Bid Documents	Documents defining the proposal	No	No
Cost Template Generic	Return completed cost sheet	No	No
Uniformat Level II Form - Work Sheet	Return completed form	No	No

**Additional Bidding Instructions** **\*\*All contactors that will be on the property must complete and return the following forms prior to the onsite visit.\*\*  
**\*\*Please complete and return as it takes takes about 3-5 business days to process.\*\*****

**Form 17 - Background Check Waiver  
 Child Abuse Registry Check Consent Form**

## Documents

### 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
Child Abuse Registry Check Consent Form [pdf]	29 Kb	03/05/2026 01:22 PM CST	English
Form 17 - Background Check Waiver [pdf]	173 Kb	03/05/2026 01:22 PM CST	English
Specifications - Exhibit 1 (6).pdf [pdf]	3 Mb	03/05/2026 01:32 PM CST	English
Drawings - Exhibit 2 (3).pdf [pdf]	63 Mb	03/05/2026 01:33 PM CST	English
Cost Template Generic_030926_R2.pdf [pdf]	680 Kb	03/11/2026 10:42 AM CDT	English
Unifomat Level II Form - Work Sheet_030926.pdf [pdf]	628 Kb	03/11/2026 10:42 AM CDT	English

## Categories

### Selected Categories

NIGP Categories (22)	
820	<b>STEAM AND HOT WATER BOILERS AND STEAM HEATING EQUIPMENT</b>
82064	<b>Filters, Boiler Water</b> Filters, Boiler Water
82093	<b>Turbines, Water (Hydraulic) Including Accessories and Parts</b> Turbines, Water (Hydraulic) Including Accessories and Parts
82016	<b>Boiler Tubes</b> Boiler Tubes
82014	<b>Boiler Parts and Accessories (Not Otherwise Listed)</b> Boiler Parts and Accessories (Not Otherwise Listed)
82072	<b>Hot Water Generators</b> Hot Water Generators
82096	<b>Recycled Steam and Hot Water Boilers and Heating Equipment</b> Recycled Steam and Hot Water Boilers and Heating Equipment
82042	<b>Controllers, Steam Boiler Automatic Conductivity</b> Controllers, Steam Boiler Automatic Conductivity
82000	<b>STEAM AND HOT WATER BOILERS AND STEAM HEATING EQUIPMENT</b>
82012	<b>Boilers, Low Pressure</b> Boilers, Low Pressure
82008	<b>Boilers, High Pressure</b> Boilers, High Pressure
936	<b>EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR GENERAL EQUIPMENT</b>
93691	<b>Water Supply and Sewage Treatment Equipment Maintenance and Repair</b> Water Supply and Sewage Treatment Equipment Maintenance and Repair
815	<b>STEAM AND HOT WATER FITTINGS, ACCESSORIES, AND SUPPLIES</b>
81500	<b>STEAM AND HOT WATER FITTINGS, ACCESSORIES, AND SUPPLIES</b>
81595	<b>Recycled Steam and Hot Water Fittings, Accessories and Supplies</b> Recycled Steam and Hot Water Fittings, Accessories and Supplies
910	<b>BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES</b>
91001	<b>Acoustical Ceilings and Walls: Cleaning, Installation, Restoration, Maintenance and Repair (Including Panel Wall Systems)</b> Acoustical Ceilings and Walls: Cleaning, Installation, Restoration, Maintenance and Repair (Including Panel Wall Systems)
91075	<b>Wall and Ceiling Repair and Replacement (Including Drywalling)</b> Wall and Ceiling Repair and Replacement (Including Drywalling)
934	<b>EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR LAUNDRY, LAWN, PAINTING, PLUMBING, AND SPRAYING EQUIPMENT</b>
93464	<b>Plumbing Equipment and Fixtures, Maintenance and Repair</b> Plumbing Equipment and Fixtures, Maintenance and Repair
909	<b>BUILDING CONSTRUCTION SERVICES, NEW (INCL. MAINTENANCE AND REPAIR SERVICES)</b>
90945	<b>Finishes: Flooring, Wall and Ceiling, etc.</b> Finishes: Flooring, Wall and Ceiling, etc.
90963	<b>Maintenance and Repair, Commercial and Institutional Building</b> Maintenance and Repair, Commercial and Institutional Building
010	<b>ACOUSTICAL TILE, INSULATING MATERIALS, AND SUPPLIES</b>
01008	<b>Acoustical Tile Accessories: Channels, Grids, Mounting Hardware, Rods, Runners, Suspension Brackets, Tees, Wall Angles, and Wires</b> Acoustical Tile Accessories: Channels, Grids, Mounting Hardware, Rods, Runners, Suspension Brackets, Tees, Wall Angles, and Wires

NIGP Categories (22)	
01009	<b>Acoustical Tile Insulation</b> Acoustical Tile Insulation
911	<b>CONSTRUCTION AND UTILITIES, HIGHER EDUCATION</b>
91173	<b>Domestic Hot Water</b> Domestic Hot Water
031	<b>AIR CONDITIONING, HEATING, AND VENTILATING EQUIPMENT, PARTS AND ACCESSORIES (SEE CLASS 740 ALSO)</b>
03194	<b>Unit Heaters, Steam and Hot Water Types</b> Unit Heaters, Steam and Hot Water Types

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## Courtesy Email

**Sent using email addresses**

dharper@3dcservices.com;eddie.rico@lmc-corporation.com;jeff@floricoinc.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 become 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.

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



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

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

**For Use by SBE Office Only**

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

SBE Notes:



### 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? \_\_\_\_\_



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 #:

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

to Prime Contractor on the project

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

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

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

Total Contract Amount for prime: \$ Estimated Work Start Date:

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

The undersigned intends to enter into a formal agreement with the subcontractor listed, conditioned upon being awarded the Dallas County contract. The undersigned understands that, for the purpose of SBE subcontracting participation, any amounts paid to the prime from the sub-contractor should not be included in the above listed participation amount. Before any subcontractor/supplier substitutions are made, the prime contractor must submit an SBE Substitution Request Form to The SBE Department for approval. Failure to comply with these provisions could result in termination of the contract, sanctions against the prime contractor, and/or ineligibility for future Dallas County contracts. The subcontractor's participation will be entered in B2GNow, Dallas County's compliance system, based upon this intent form.

Officer's Signature (Prime Contractor)

Officer's Signature (Subcontractor)

Printed Name (Prime Contractor)

Printed Name (Subcontractor)

Title (Prime Contractor)

Title (Subcontractor)

Date

Date

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

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



# Child Abuse Registry Check Consent Form

TEXAS  
JUVENILE  
JUSTICE  
DEPARTMENT

In addition to criminal history and driving record checks, the TJJD clearance process for all external applicants being seriously considered for hire includes requesting the Department of Family and Protective Services (DFPS) to conduct a check of the central registry (i.e., the child abuse registry established and maintained by DFPS) for child abuse and neglect cases that have a *reason-to-believe* finding. The child abuse registry check is also part of the clearance process for: (1) employees of a TJJD contractor or subcontractor of a contractor who may have access to youth in TJJD-operated or -contracted facilities; and (2) internal applicants being seriously considered for promotion if the human resources director or designee directs such a check. The child abuse registry check complies with the federal Prison Rape Elimination Act (PREA) standards.

DFPS provides TJJD with confirmation of a negative finding if there is no match in the registry. If TJJD does not receive confirmation of a negative finding: (1) TJJD considers there to be an open child abuse investigation and potential violation of a PREA standard; (2) the applicant is disqualified from the position unless TJJD is provided with sufficient information to allow TJJD to determine that the applicant should not be disqualified from employment (e.g., investigation is closed and the applicant is not listed as a designated perpetrator in the child abuse registry); and (3) TJJD may select another applicant for the position if such sufficient information is not provided in a timely manner. Contact TJJD at the following email address to provide additional information for TJJD's consideration: [HRCAR@tjjd.texas.gov](mailto:HRCAR@tjjd.texas.gov)

<b>Section I. Identifying Information</b>			
<b>Instructions:</b> Type or print clearly in black ink. Answer each of the following questions by filling in the blank or checking the appropriate box. If questions are not applicable, enter "NA." Do not leave questions blank.			
First Name:		Middle Name:	
Last Name:		Maiden Name:	
Other Names or Spellings Used (previous marriages, surnames, aliases, etc.). List entire name (first, middle, and last):			
Social Security Number:		Date of Birth (mm/dd/yyyy):	
Driver License Number:		Issuing State:	
<b>Section II. Current Residence</b>			
Address:			
City:	County:	State:	Zip Code:
Home Telephone: ( )		Alternate Phone: ( )	
Personal Email Address:			
<b>Section III. Gender / Ethnicity / Race</b>			
Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male		Ethnicity: <input type="checkbox"/> Hispanic <input type="checkbox"/> Non-Hispanic	
Race: <input type="checkbox"/> American Indian / Alaska Native		<input type="checkbox"/> Asian	<input type="checkbox"/> Black <input type="checkbox"/> Hispanic
<input type="checkbox"/> Native Hawaiian / Pacific Islander		<input type="checkbox"/> White	<input type="checkbox"/> Other
<b>Section IV. Certification</b>			
I certify that the above information is correct. I understand that by signing this form I am giving DFPS permission to complete a background check using the information that I provided above. I also understand that if I have any concerns regarding the results of the child abuse registry check, I should contact DFPS.			
Signature:			Date (mm/dd/yyyy):

With few exceptions, you are entitled upon request: (1) to be informed about the information the agency collects about you; and (2) under Sections 552.021 and 552.023 of the Government Code, to receive and review the collected information. Under Section 559.004 of the Government Code, you are also entitled to request, in accordance with the agency's procedures, that incorrect information that the agency has collected about you be corrected.

## Dallas County Juvenile Probation

**IdentoGO**<sup>®</sup>

By MorphoTrust USA

## Texas Fingerprint Service Code Form

**Service Name: Dallas County Juvenile Probation**

To schedule your ten-minute fingerprint appointment, simply visit  
<https://uenroll.identogo.com> and enter the following Service Code

11F5F1

When prompted, please provide or enter the following Agency Number:

TX057013G

**Background Check Waiver**

I certify that all information I provided in relation to this criminal history record check is true and accurate. I authorize the Texas Department of Public Safety (DPS) to access Texas and Federal criminal history record information that pertains to me and disseminate that information to the designated Authorized Agency or Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, through the DPS Fingerprint-based Applicant Clearinghouse of Texas and as authorized by Texas Government Code Chapter 411 and any other applicable state or federal statute or policy.

I authorize the Texas Department of Public Safety to submit my fingerprints and other application information to the FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. I authorize the FBI to disclose potentially pertinent information to the DPS during the processing of this application and for as long hereafter as may be relevant to the activity for which this application is being submitted. I understand that the FBI may also retain my fingerprints and other applicant information in the FBI's permanent collection of fingerprints and related information, where all such data will be subject to comparisons against other submissions received by the FBI and to further disseminations by the FBI as may be authorized under the Privacy Act of 1974 (5 USC 552a). I understand my fingerprints will be searched by and against civil, criminal and latent fingerprints in the Next Generation Identification (NGI) system. I understand I am entitled to obtain a copy of any criminal history record check and challenge the accuracy and completeness of the information before a final determination is made by the Qualified Entity. I also understand the Qualified Entity may deny me access to children, the elderly, or individuals with disabilities until the criminal history record check is completed. If a need arises to challenge the FBI record response, you may contact the agency that submitted the information to the FBI, or you may send a written challenge request to the FBI's Criminal Justice Information Services (CJIS) Division at FBI CJIS Division, Attention: Correspondence Group, 1000 Custer Hollow Road, Clarksburg, WV 26306.



Don't have access to the Internet? You can still schedule an appointment by calling 888.467.2080

<b>DALLAS COUNTY - RENOVATION PROJECTS</b>			
<b>BID COST SHEET</b>			
Project Name:			
Solicitation No:			
Vendor Name:			
Date:			
<b>ITEM</b>	<b>COST CATEGORY DESCRIPTION</b>	<b>PERCENTAGE (%) OF TOTAL PROJECT COST</b>	<b>TOTAL AMOUNT (\$)</b>
1	General Conditions:		
2	Cost of Work *** :		
3	Contractor Contingency:		
4	<b>Total Construction Costs: (Line Items 1 thru 3)</b>		\$ -
5	Payment & Performance Bonds:		
6	Insurance:		
7	Permit Fee:		
8	Contractor Fee/Profit:		
9	<b>Total Markups (Line Items 5 thru 8)</b>		\$ -
10	Owner Contingency: (5% of Line Item 4)		
11	<b>TOTAL SUBMITTED COSTS: (Line Items 4+9+10)</b>		\$ -
12	Alternates:		
13	<b>GRAND TOTAL - PROJECT COSTS: (Line Items 11+12)</b>		\$ -

- a. \*\*\* Cost of Work needs to be broken down by Unifomat Level II Classification - **See Unifomat Level II Classification Form.**
- b. General Conditions should take into account all Personnel required to complete the project
- c. Cost of Work should include any Allowances if identified in the Bid Documents
- d. Owner approval required for use of ALL contingencies. Contractor shall be responsible for procurement and coordination
- e. Alternates should be all inclusive of General Conitions, General Requirements and relevant markups.
- f. Grand Total costs under Line 13 should be entered in BidSync
- g. All Cost Categories need to be separated and filled-in as listed in the Cost Sheet

<b>DALLAS COUNTY - RENOVATION PROJECTS</b>		
<b>UNIFORMAT LEVEL II CLASSIFICATION FORM</b>		
Project Name:		
Solicitation No:		
Vendor Name:		
Date:		
<b>Division</b>	<b>Uniformat Level II Description</b>	<b>Estimated Cost (\$)</b>
Division 01	General Requirements	\$ -
Division 02	Existing Conditions	\$ -
Division 03	Concrete	\$ -
Division 04	Masonry	\$ -
Division 05	Metals	\$ -
Division 06	Wood, Plastics, and Composites	\$ -
Division 07	Thermal and Moisture Protection	\$ -
Division 08	Openings	\$ -
Division 09	Finishes	\$ -
Division 10	Specialties	\$ -
Division 11	Equipment	\$ -
Division 12	Furnishings	\$ -
Division 13	Special Construction	\$ -
Division 14	Conveying Equipment	\$ -
Division 21	Fire Suppression	\$ -
Division 22	Plumbing	\$ -
Division 23	HVAC	\$ -
Division 25	Integrated Automated Systems	\$ -
Division 26	Electrical	\$ -
Division 27	Communications	\$ -
Division 28	Electronic Safety and Security	\$ -
Division 31	Earthwork	\$ -
Division 32	Exterior Improvements	\$ -
Division 33	Utilities	\$ -
Division 34	Transportation	\$ -
Division 35	Waterway and Marine Construction	\$ -
Division 40	Process Integration Manufacturers	\$ -
Division 41	Material Processing and Handling Equipment	\$ -
Division 42	Process Heating, Cooling and Drying Equipment	\$ -
Division 43	Process Gas and Liquid Handling, Purification, and Storage Equipment Manufacturers	\$ -
Division 44	Pollution Control Equipment	\$ -
Division 45	Industry-Specific Manufacturing Equipment	\$ -
Division 46	Water and Wastewater Equipment	\$ -
Division 48	Electrical Power Generation	\$ -
	<b>TOTAL (Cost of Work)***</b>	<b>\$ -</b>

\*\*\* Enter under line item 2 on *Bid Cost Sheet*

## Questions &amp; Answers

**Buyer Organization** Dallas County  
**Question Acceptance Deadline** 04/14/2026 10:00 AM CDT  
**Closing Date** 04/30/2026 02:30 PM CDT

No	Vendor Name	Question/Answer	Question Date	Answer Date
Q1	LMC Corporation	<b>Question: Child Abuse Registry Check Consent Form</b> (by <i>Eddie Rico</i> ) Who do we send the Registry Check to?  <b>No answer has been provided for this question yet.</b>	03/17/2026 08:28 AM CDT	
Q2	Hearn Company	<b>Question: Estimated Cost</b> (by <i>Kris Hearn</i> ) Is there an estimated cost for this project?  <b>No answer has been provided for this question yet.</b>	03/17/2026 03:30 PM CDT	