



Dallas County



**Invitation for Bids (IFB)
Demolition and construction of a new single family home
located at 3801 Wood Oak Balch Springs, TX 75180
Solicitation Number: 2021-042-6909**

Scope of Work/Specifications

I. Introduction, Purpose and Intent

The intent of this Invitation for Bid (IFB) is to establish a Contract with one qualified contractor for the Demolition and Construction of a New Single Family Home located at 3801 Wood Oak Balch Springs, TX 75180, in accordance with the requirements described herein.

The purpose of Dallas County Planning and Development – Replacement Housing Program is to remove and replace deteriorated homes which are occupied by low/moderate income homeowners, to encourage revitalization, to prevent residential deterioration, to promote decent housing and suitable living environments, and to eliminate slum and blight conditions.

All bidders must be pre-approved and certified by the Dallas County Planning and Development – Replacement Housing Program staff, as a qualified, contractor, bidder or vendor prior to participating in the bid process for Demolition and Construction of New Single Family Home Projects. To obtain application, certification materials, program requirements, all other related documents and information about the process please call 214-653-7627 or email Karen Wavada at Karen.Wavada@dallascounty.org.

II. Pre-Bid Meeting Schedule, Mandatory On-Site Construction Visit, 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 addressed through the County's purchasing platform, https://prod.bidsync.com/dallas_county_texas, to the assigned Buyer. The County will respond to all questions by way of addendum which will be posted as part of the solicitation. The County, its agents, and employees shall not be responsible for any information given by way of verbal communication.

Pre-bid conference August 24, 2021 at 10:00 am (CST), the pre-bid meeting will be conducted through a conference call.

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

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

Conference ID: 667 557 706#

Prospective bidders will be **required** to visit the project home site at 3801 Wood Oak Balch Springs, TX 75180 on August 26, 2021 at 10:00 am to become familiar with the general and specific conditions that may affect the project work site. Sites visits are mandatory.

The deadline for the submission of questions is on September 16, 2021 at 12:00 pm (CST) through BidSync.

III. Bid Submittal Requirements

To be considered responsive, the bid response must be submitted by date September 30, 2021 at 2:00 pm (CST). Bid responses shall be submitted via electronic through BidSync an online public solicitation platform https://prod.bidsync.com/dallas_county_texas. or via parcel only (USPS, FedEx, UPS or common carrier, no vendor/personal drop off is available at this time) ship to: Dallas County Purchasing Department, Founders Square, 900 Jackson Street, 6th Floor, Suite 680, Dallas, Texas 75202. Although electronic submission is the preferred method to receive vendor responses, if a vendor does not have the means to submit an electronic response, the County requires two (2) duplicate hardcopies to be submitted.

All bidders must be pre-approved and certified by the Dallas County Planning and Development – Replacement Housing Program staff, as a qualified, contractor, bidder or vendor prior to participating in the bid process for Demolition and Construction of New Single Family Home Projects. To obtain application, certification materials, program requirements, all other related documents and information about the process please call 214-653-7627 or email Karen Wavada at Karen.Wavada@dallascounty.org.

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

IV. Scope of Work

1. General Requirements and Provisions
 - 1.1. Contractor shall furnish and provide all labor, personnel, technicians, electricians, carpentry, service, supervision, project management, documentation, insurance, bonds, surveys, permits, licenses, parts, tools, material, supplies, equipment, paid all taxes, benefits, fees, rental cost, disposal cost, clean-up cost, fuel surcharges, shipping, transportation, tolls, travel time, freight, mileage, and all other overhead cost including incidentals, necessary to perform the scope of work and services in accordance with the document, specifications and plans as described herein.
Contractor shall complete all work in accordance with the General Specifications and the Building Inspection Department requirements of the City in which the Property is located.
 - 1.2. Contractor will comply with The Texas Department of Insurance; Division of Workers' Compensation ("TDIDWC") adopted Rule 110.110 – Workers' Compensation Insurance Coverage requirements. (See attachment A).
 - 1.3. Any verbal communication with Dallas County employee concerning this solicitation is not binding on Dallas County and shall in no way alter a specification, term or condition of this bid. All changes to the specification requirements or scope of services must be approved in writing by authorized and designated representatives of the Dallas County Purchasing Department. Dallas County will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the Dallas County Purchasing Department.

- 1.4. Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they discover upon examination of the Bidding Specification Documents or of the site and local conditions. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which must be received by the Purchasing Department designated representative by the deadline for submission of questions. Any interpretation, correction or change in the Bidding Specification Documents will be made by an Addendum or an Amendment. Interpretations, corrections or changes in the Bidding Specification Documents in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.
- 1.5. This will be a turn-key firm fixed price contract for all goods to be delivered and services to be performed shall conform in every respect to the specification and contract requirements issued by Dallas County.
- 1.6. General Contractors must be pre-approved and certified by the Dallas County Planning and Development Replacement Housing Program staff prior to submitting bid proposal on any housing project covered under this solicitation. All Contractors must complete an application and submit said application to the Dallas County Planning and Development-Replacement Housing Program staff as specified in the application package. All Contractors must provide the required and appropriate document specified in the application instructions. Failure to provide the requested information and documentation will result in the application approval process being delayed and/or rejected. Once approved by the Dallas County Planning and Development-Replacement Housing Program staff the Contractor will be added to the "Pre-Approved and Certified Contractor Vendor List" for Demolition and Construction of New Single Family Home Projects.

Qualified Bidders cannot be on the Federal Excluded Parties List aka System for Award Management (SAM) (www.sam.gov), debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any Federal Department or Agency, or the programs being funded with any federal funds or debarred or suspended from during business with Dallas County.

Qualified Bidders must have financial capacity to procure adequate material, labor and other resources to complete the Project per the scope of services and work Specifications and related Contracts of the Project

Qualified Bidders who, in the judgment of the County, are regularly established in business, good standing, are financially responsible and able to show evidence of satisfactory past performance, competence, and who- are able to render prompt satisfactory service by keeping a responsible individual available by telephone or other reliable mean are good candidates to be added to the Pre-Approved and Certified Contractor Vendor List" for Demolition and Construction of New Single Family Home Projects.

- 1.7. Contractor nor his/her subcontractor cannot be on the Federal Excluded Parties List aka System for Award Management (SAM) (www.sam.gov), debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any Federal Department or Agency, or the programs being funded with any federal funds. Any Bidder, Contractor, Vendor on the Excluded Parties List (SAM), debarred or suspended from during business with Dallas County will be automatically disqualified and declared ineligible for any award under this solicitation.
- 1.8. This contract agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract agreement.

- 1.9. This Contract shall be governed by and construed in accordance with the laws of the State of Texas, all applicable federal laws. Contractor agrees to comply with all applicable codes and ordinances of the appropriate City, County, State of Texas, and U.S. Federal Government, as they may apply and as these laws may now read or as they may hereinafter be changed or amended.
- 1.10. The successful Contractor will complete a minimum of ten percent (10%) of the work involved in the construction project with the Contractor's own employee workforce. The remainder may be accomplished by the subcontractors. A breakdown indicating compliance may be required upon notification to the Contractor.
- 1.11. Contractor shall cooperate with applicable city or other governmental officials at all times where their jurisdiction prevails.
- 1.12. Contractor agrees to secure and pay for all necessary permits, governmental fees, licenses and inspections necessary and required for the proper execution and completion of the work and services covered under this contract. Contractor's performance and to adhere to applicable local codes and requirements whether or not covered by the scope of services or work specifications and drawings for the work, including any Contractor registration requirements.
All work required under the scope of services and work specifications will comply with all requirements of federal, state and local jurisdiction (i.e. City) law including permitting and licensing requirements. Failure of Contractor to comply with federal, state and local jurisdiction (i.e. City) laws may result in immediate termination of the Contract and/or ineligibility to receive payment for work on the project.

Before service or work starts on a project, a copy of the permit from Building Inspection should be submitted to Dallas County Project Coordinator or Building Inspector. If a copy of the permit is not received by the Dallas County Planning and Development – Replacement Housing Program office by the time service or work begins, as determined by the Notice-to-Proceed, the project will be subject to stop by County staff until a copy of the permit is submitted.

NOTE: Several Program Cities in the County have elected to waive fees for building permits, so check first with City Building Officials

- 1.13. Prior to submitting a bid on this Project all Bidders, Vendors, and Contractors must attend the on-site visit at the project site, examine all documents relating to the project, warrant and represent that it fully examined the Property, the condition of any existing structures and/or improvements on the Property, carefully examine the bid form, plans, specifications, bidding requirements, general and technical requirements, all documents relating to this project to ascertain the nature of the work site, the character of the property site, physical conditions and surrounding, quality, quantity of work to be performed and materials to be furnished, and all construction matters including those stipulated in any work specifications and construction documents, and satisfied itself as to the general and local conditions which can affect the service, work or its cost.

Any failure of the Contractor to take the actions described will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the County. The County will not consider any claims for compensation whatsoever on account of the contractors' failure to fully investigate and examine the project requirements and job site conditions as required above.

- 1.14. Contractor is solely responsible for understanding the scope of work and all requirements, terms, conditions, etc., before submitting a bid. If the language is unclear, ambiguous, inconsistent or in error, which they discover upon examination of the IFB documents or of the site and local conditions, it is the bidder's responsibility to request clarification or assistance before submitting a bid. Please note that no verbal information will be binding upon Dallas County unless Dallas County issues such information in writing as an official addendum.
- 1.15. Contractor/Bidder certifies that this bid is not a collusive or sham bid. The Contractor certifies that he, nor any officer or parties in interest of Contractor, has in any way colluded, conspired, connived or agreed with any other bidder to submit a collusive or sham bid. The Contractor/bidder certifies that the prices quoted in the attached bid are fair and proper and are not tainted by any collusion.
- 1.16. Inspections – The Contractor will be responsible for arranging and coordinating all inspections with the appropriate federal, state, city and local authorities having jurisdiction. The work and any part thereof shall not be deemed as finished until accepted by Dallas County and passed by the authorized inspector of the City in which the Property is located.
The Dallas County Project Coordinator or Building Inspector and City Inspectors (when required) will inspect all items on the work description for compliance and completion. A copy of the work description must be posted for Dallas County Project Coordinator or Building Inspector and City Inspectors at the Project site.

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and services covered under this project or contract.

- 1.17. Bid prices cannot be altered or amended after submission deadline and time. Any inter-lineation alteration, or erasure made before or prior to opening time must be initialed by the signer of the bid in ink, guaranteeing authenticity. Request by telephone, fax or telegraph for a change in the bid price will not be considered.
- 1.18. A bidder may withdraw their bid upon written notice to the Purchasing Director, Assistant Purchasing Director, Contract Specialist or Buyer indicated in the Invitation for Bid by the time set for opening of bids. The written request must be on company letterhead and show evidence that the individual is, or represents the principal or principals involved in the bid. A request by telephone for withdrawal of a bid will not be considered.
- 1.19. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval from the Dallas County Purchasing Department designated representative.
- 1.20. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing and approved by the Dallas County Commissioners Court.
- 1.21. Notwithstanding acceptance by Dallas County of the goods or services ordered hereby, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by Dallas County, unless agreed upon in writing through a proposal process.
- 1.22. The Contractor will take proper means to protect the Property, and adjacent or adjoining property, or any properties in any way encountered, which might be injured or seriously affected by any process to be undertaken under the construction contract, from any damage or injury by reason of said process.

Any damage to existing utilities, building, finished surfaces, equipment, homeowner, County, personal or public property, resulting from the performance of this contract shall be repaired to the satisfaction of the Dallas County and Homeowner at the contractor's sole expense. Contractor will be liable for any and all claims for such damage on account of its failure to fully protect such Property.

The repair or replacement works shall be of equal or greater quality and in appearance to prior condition. If damage caused by the Contractor has to be repaired or replaced by the County, Contractor agrees that the County may deduct repair and replace cost for such work and damages from any money due or that becomes due the Contractor under this contract.

- 1.23. Contractor or his/her on-site designated foremen will supervise and direct all work. The Contractor will be solely responsible for and have control over construction means, methods, techniques, and sequences for coordinating all portions of work under the contract. Contractor will be responsible to have a designated person on-site who has knowledge of the work and is capable of communicating with the Dallas County Staff, Homeowner and all workers including subcontractors.
- 1.24. Work will be performed by skilled professional in their trade (carpentry, electrical, plumbing, flooring, mechanical services, etc.) and licensed as required. Workmanship will produce straight, true and properly functional conditions. Contractor shall maintain a credible workforce daily to ensure progress of the project.
- 1.25. Contractor will comply with all regulations and security requirements, imposed by County governing the conduct of outside personnel and will be held strictly responsible for the conduct of his/her workforce, staff, personnel, employees and sub-contractors. Failure by the Contractor, his/her workforce, staff, personnel, employees and sub-contractors to abide by said regulations may result in termination of the project.
- 1.26. Only materials conforming to the requirements of the specifications will be used in any work. Manufacturer names or an equal will be specified to establish a guide as to the quality and type of materials required for the project or job. Materials commonly accepted as being 'equal to' may be used if approval is obtained prior to installation from the Dallas County Planning and Development – Replacement Housing Program Project Coordinator, Building Inspector, or other Designated Staff Member. Materials, supplies, services and parts requested by Dallas County must be of the highest quality and must conform to any related state, municipal or federal standard and be consistent with standard commercial practices. Whenever it appears the materials furnished and work performed by the Contractor fails to fulfill the minimum requirements of the contract, the Contractor will be notified by the Dallas County Planning and Development – Replacement Housing Program Project Coordinator, Building Inspector, or other Designated Staff Member of non-approved materials. Such inspection will not relieve the Contractor from his/her obligation to perform required work in accordance with the specifications, approved bid or work plan and construction contract.
- 1.27. Technical and Descriptive Literature: (if applicable): Bidders shall include the complete manufacturer's technical and descriptive literature regarding the brand and material your firm is proposing to utilize for this project. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted.
- 1.28. It shall be the duty and responsibility of the Contractor to be familiar with and comply with all requirements of Public Law 91-596, 29 U.S.C. Secs. 651 et seq., the Occupational Safety and Health Act of 1970. (OSHA) and all amendments thereto, and to strictly enforce and comply with all of the provisions of the Act.

- 1.29. Contractor shall maintain sufficient safeguards against the occurrence of accidents, injuries, damage and other hazards in accordance with the safety provisions of the latest manual of accident prevention published by the Associated General Contractors of America, OSHA and any laws, ordinances, and regulations pertaining to safety. The County will not be liable for any losses, damages, or injuries, sustained by the Contractor, his employees, workers, sub-contractors, or any other third party.
- 1.30. Contractor shall be responsible for any fines, penalties or charges by any regulatory body by reason of any violation of safety or health regulations by the Contractor or his/her Sub-contractors.

Dallas County has the option to terminate this contract immediately without prior notice if Contractor or his /her Subcontractors fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

- 1.31. The Contractor and his/her Sub-Contractors will, at all times, keep the work area, including storage areas, free from accumulations of waste materials or rubbish caused by his/her operation. After completing the work and before final inspection, the Contractor will:
 - 1.31.1. Remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the Owner and all rubbish caused by its work;
 - 1.31.2. All debris and waste materials resulting from work will be removed on a continuous bases and not allowed to accumulate;
 - 1.31.3. Ensure that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/his health and/or safety;
 - 1.31.4. Leave the work area in a clean, neat, and orderly condition on a daily basis.
- 1.32. The Contractor shall erect and maintain, as required by existing conditions and progress of the work and service, all safeguards for safety and protection, including posting danger signs, safety barricades and other warnings against hazards, promulgating safety regulations, and notifying the County, Homeowner and users of adjacent utilities
- 1.33. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority or authority having jurisdiction bearing on the safety of persons or property for their protection from damage, injury, or loss.
- 1.34. Liquidated Damages – Should the Contractor fail to complete this contract and the work provided therein within the time fixed for such completion as stated in the Notice to Proceed the Contractor is in default. The Contractor shall become liable to Dallas County for all loss and damage which the County may suffer on account thereof. It is agreed and understood that it will be difficult and impossible to ascertain and determine the actual damage which the County will sustain in the event of, and by reason of, such delay. It is therefore agreed that the Contractor will pay to the County in liquidated damages the sum of \$100.00 per day for each and every calendar day of delay beyond the time herein prescribed for finishing and completion of the work as stated in the Notice to Proceed, if such delay is caused by any reason other than those specified in the Dallas County Planning and Development – Replacement Housing Program contract. The Contractor agrees that the County may deduct the amount of liquidated damages from any money due or that becomes due the Contractor under this contract. All deductions from any money due the Contractor are considered to be liquidated damages and not a penalty.

The remedies provided for under this provision shall not be construed to limit, waive or otherwise abrogate any other remedy that the County shall be entitled to under other terms and conditions of this Contract. Failure of the County to enforce the liquidated damages provision of the contract shall not constitute a waiver of the breach of the contract for failure to perform in a timely manner. Any extension of time will be in the form of a Change Order duly authorized and signed by the appropriate Dallas County official and approval by the Dallas County Commissioners Courts, prior to contract completion date.

- 1.35. Warranty Period – One (1) Year Warranty: Contractor will guarantee and provide a warranty for a period of one (1) year from the date of final inspection and work acceptance of the completed project by Dallas County and Homeowner. The warranty will cover all parts, material, supplies, equipment, appliances, HVAC and mechanical systems, craftsmanship, workmanship and all other components installed, repaired, or replaced during the demolition and construction of a new single family home project. The Contract warrants for one (1) year that all materials, parts, equipment, HVAC and mechanical systems and all components provided to the homeowner under the construction contract for the demolition and construction of a new single family home will be new unless otherwise approved in advance in writing by the Dallas County Planning and Development – Replacement Housing Program staff that work will be of good craftsmanship, workmanship, quality, free from faults and defects, and in conformance with construction requirements, the other contract documents, and recognized industry standards.

Defective and faulty materials, parts, equipment, appliances, HVAC and mechanical systems, poor craftsmanship and workmanship, any damages to the property which are causes of defective and faulty work will be repaired or replaced at no additional cost to the County or Homeowner and will include all labor, parts, material, supplies, equipment, machinery, transportation cost, travel time to and from homeowner property home site. Any additional repairs or replacement required within the one (1) year warranty period will be at the total expense of the awarded Contractor. Any violation of this guarantee shall be considered a material breach of this contract agreement

Manufacturer’s Warranty: After the expiration of the one (1) year warranty noted above, any heating, air conditions, water heater, appliances and other mechanical equipment installed may be covered as specified by the respective manufacturers’ warranties. If the manufacturers standard warranty exceed one (1) year, then the manufacturer standard warranty will govern. Homeowners are also responsible for contacting the manufacturer for equipment malfunction after the one (1) year warranty period is over. The County is not a part of the manufacturers’ warranty.

The warranties noted above are in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor. Where a longer warranty than that stated above is specified for individual products, work, or materials, the longer warranty will govern.

Contractor shall furnish all manufacturers and suppliers written warranty document specifications for all appliances, equipment, HVAC and mechanical systems, and material installed under this contract. Said documents will be forwarded to the County and Homeowner at time of delivery, completion of the project or no later than the closing of the project.

- 1.36. Contract Compensation and Payment – Contractors may elect to be paid on a draw versus end-of-Project basis. Payment will not be made for any work not included in the construction contract scope of work or service technical specifications, or any work not included in an approved Change Order.

Draw or single Payment Request: Contractors must request payment by presenting an invoice. Payment for either a draw or single final payment occurs after:

- 1.36.1. Remove from the premises of all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the Owner and all rubbish caused its work;
- 1.36.2. All debris and waste materials resulting from work will be removed on a continuous basis and not allowed to accumulate;
- 1.36.3. Single Payment: The construction contract of scope of work or service technical specifications all have been completed by the Contractor in its entirety; punch list completed, pass final inspection and acceptance by the Dallas County Planning and Development – Replacement Housing Program Project Coordinator, Building Inspector, or other designated staff member, Homeowner and following requirements and conditions are met:
 - 1.36.3.1. Contractor’s Waiver of Lien from each Contractor and Sub-contractors and list of sub-contractors’ names, addresses, and amount paid for work or services performed;
 - 1.36.3.2. Green tags from the Building Inspection Department of City in which the property is located;
 - 1.36.3.3. Certificate of Occupancy from City of local jurisdiction in which the property is located;
 - 1.36.3.4. Certificate of Final Inspection/Owner’s Work Acceptance;
 - 1.36.3.5. Warranties documentation, materials, and related certificates applicable to the project;
 - 1.36.3.6. Contractor’s invoice along with supporting documentation
- 1.36.4. Draw Requests are paid as Contractor presents invoices and the following conditions are met and outlined below:
 - 1.36.4.1. Contract may receive up to three (3) draw requests during the life of the project. The first draw can occur thirty (30) days after notice to proceed, each additional draw should be at least thirty (30) days apart (excluding final draw at the end of the project);
 - 1.36.4.2. The payment draw requests are limited to work or service limited to work or service technical specifications that have been fully completed in their entirety in the progress schedule or schedule of values, inspected and approved by Dallas County Planning and Development – Replacement Housing Program Project Coordinator, Building Inspector, or other designated staff members. The Contractor must provide relevant documentation (dump tickets, surveys, receipts, termite treatment report and green tags from the City);
 - 1.36.4.3. A Final Draw Payment Request will be paid when the punch list items have been completed and passed inspection, remaining work is satisfactorily completed, executed lien waivers, and related documentation (green tags, certificate of occupancy, warranty documentation and related certificates);
- 1.36.5. No payment, on any basis, will be made for unsatisfactory work or incomplete work. The determinations of the Dallas County Planning and Development – Replacement Housing Program Project Coordinator, Building Inspector, or other Designated Staff Member shall be final on all work;

- 1.36.6. In accordance with the contract agreement, the Dallas County Planning and Development – Replacement Housing Program will require releases or waiver of liens from all subcontractors, claims, security interests or encumbrances arising out of the contract submitted with each payment, final payment and/or release of any retained percentage. Lien releases are a condition precedent to payment;
 - 1.36.7. Dallas County will withhold ten percent (10%) as statutory retainage from the total amount of the contracted amount including change orders. All retainage will be released thirty (30) days after completion and final acceptance of the project by Dallas County, terminated or abandoned of the contract by the Contractor, if no valid claims are timely made or filed;
 - 1.36.8. Payment will be made in accordance with the State of Texas Prompt Payment Act, Texas Government Code Chapter 2251. Contractor will pay all subcontractors and/or suppliers within the time period stated in Government Code Chapter 2251.
- 1.37. Award – Dallas County shall award this contract to the lowest responsible and responsive bidder whose bid meets the terms, conditions and specification requirements set forth in the IFB. The award may be made on basis of price, product, the bidders past and current performance, timely delivery and guaranteed delivery. Dallas County reserves the right to reject any or all bids, in whole or in part, waive any informality, make multiple awards, partial awards, award by types, or lump sum total, whichever may be most advantageous to the County at its sole discretion.

Invitation for Bids (IFB): Procurement process used when the requirements are clearly defined, negotiations are not necessary and price is the major determining factor for selection.

Responsive: Bidder has complied with all material aspects of the solicitation document, including submission of all required documents.

Responsible: The Bidder has the capability to fully perform and deliver in accordance with the contract requirements. The County may include past performance, financial capabilities and business management as criteria for determining if a bidder or proposer is capable of satisfying the contract requirements.

Note to All Bidders: Contractors are limited to work on no more than three (3) housing rehabilitation service contracts for the Demolition and Construction of New Single Family Home simultaneously at any given time. No more than three (3) Demolition and Construction of New Single Family Home projects will be awarded to one (1) Contractor at any given time under the program guidelines.

2. Technical Requirements – In addition to the General Requirements, the Scope of Services shall include, but not be limited to the following Contractor responsibilities:
 - 2.1. For this full turnkey project the selected Contractor shall provide and pay all insurance, wages, taxes, bonds, permits, licenses, labor, personnel, service, supervision, project management, documentation, surveys, demolition, construction (all phases), temporary utilities, water, light, heat and power, demolition and site clean-up services, installers, painters, technicians, electricians, mechanical services, carpentry, plumbing, electrical, parts, tools, materials, supplies, equipment, machinery, shipping, transportation, freight, and all other incidentals necessary for the proper execution and completion of the project for the Demolition and Construction of a New Single Family Home in accordance with the documents, specifications and plans as described herein. All work shall comply with "Dallas County's General Specifications for Replacement Housing," Drawings, and Site Specifications.

Should a discrepancy occur between the General Specifications, Drawings, and Site Specifications, the Drawings and Site Specifications shall prevail.

**A copy is furnished to the successful Contractor.
The most current date on the General Specifications is January 2020.**

- 2.2. The Contractor will perform all construction work and services in accordance with the scope of services and work specifications, bid and construction documents prepared by Dallas County.
- 2.3. Contractor certifies that no contract for additional improvements shall be made during the improvements herein contracted for, unless agreed to in writing by the Homeowner, County and Contractor.
- 2.4. Contractor agrees that he shall not be compensated for any additional work and waives his right for recovery for work done and labor performed other than that for which is herein contracted for.
- 2.5. The home site will require demolition of an existing home or mobile home to accommodate new construction or to clear the property of this existing dwelling for the construction of the new home. Site visit is required to provide an opportunity to assess these individual situations.
- 2.6. The premises are to be vacated prior to the beginning of the construction work.
- 2.7. Signing of Contract with Homeowner and Dallas County: Contractor agrees to execute a contract between the Contractor and the Homeowner upon award by the County. In addition, Contractor must sign the Replacement Housing Contract within ten (10) days of the contract award by Dallas County Commissioners Court. Copies of the contract are available for viewing from the Replacement Housing Coordinator at 214-653-7627.
- 2.8. Homeowner's Right of Rescission: Contractor understands that upon signing the Replacement Housing Contract with the Homeowner, that the Homeowner has a three (3) day right of rescission.
- 2.9. No work shall be commenced by the Contractor until he has received the "Notice to Proceed" (in writing) from the County and Homeowner.
- 2.10. Notice to Proceed – Contractor shall start demolition and construction of a new single family home project within ten (10) days after receipt of the notice to proceed.

In the event that the contractor fails to comply with the ten (10) day proceed notice, without just due cause, the County may terminate the Contract in accordance with CONTRACT TERMINATION procedures.

- 2.11. Work Schedule – The demolition and construction of a new single family home project must be completed within ninety (90) days of the Notice to Proceed unless given relief under provisions for Contractor's Notice for Construction Delays. Failure to adhere to this requirement will result in Liquidated Damages.
- 2.12. Time of Completion – The Demolition and Construction of a New Single Family Home project must be completed within ninety (90) days of the Notice to Proceed unless given relief under provisions for Contractor's Notice for Construction Delays. Failure to adhere to this requirement will result in Liquidated Damages.

2.13. Stop of Work Order – Dallas may order the Contractor in writing to stop, suspend, delay, or interrupt all or any part of the work or services covered under this contract:

2.13.1. If the Contractor fails to correct defective work or persistently fails to carry out the work as required by the contract agreement or persistently fails to carry out the work and service in accordance with the Construction Contract, the County, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The County may terminate the contract in accordance with CONTRACT TERMINATION procedures.

2.13.2. In the event that the improvements herein mentioned, fail for any reason to be completed, or fail to be completed in accordance with the requirements of the contract, or all of the labor and material used in erection hereof fail to be provided by Contractor, then the County may terminate the Contract in accordance with CONTRACT TERMINATION procedures.

Provided, however, if the improvements here are not completed due to a breach of this Contract or default by the Contractor, the County has the right to require the Contractor to stop the work hereunder and to vacate the Property. In this event, the Contractor shall immediately cease and desist from performing any further work on the Property and shall vacate the premises.

Upon the determination by the County that the Contractor has breached the Contract, the County shall issue a “Stop Work Order” and pay the Contractor the value of the work completed less any damages caused to the Property, including, but not limited to, damages incurred by the County, if any, in hiring another contractor to complete the unfinished work.

When such a “Stop Work Order” is issued, the Contractor shall compete necessary and required information prior to processing any payment. Notwithstanding anything to the contrary herein, all the parties to this Contract shall retain all other remedies, either at law or in equity, to which they may be entitled.

2.14. Contractor’s Notice for Construction Delays – If performance by Contractor is prevented or delayed as a direct result of riots, insurrection, fires, floods, act of God, act of the public enemy, or operation of law, weather conditions, an extension of one (1) working day in the time limited for completion of the work to be done hereunder will be allowed for the Contractor from each working day lost from such cause, the Contractor shall provide, within three (3) days after the beginning of such delay, written notice to the County of such delay and the reason or reasons for it. The County shall ascertain the facts and the extent of the delay and extend the time for completing the work or services when, in the County’s sole judgment, the findings of facts justify such an extension, and his findings of fact shall be final and conclusive on the parties.

2.15. Contractor shall keep the premises clean and orderly during the course of the work and remove all debris to the code legal dump (receipts will be required when requesting payment for this item on the schedule of values) at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor.

2.16. Only materials and equipment which are to be used directly in the work or service will be brought to and stored on the Project site. After equipment is no longer required to complete the Project, it will be promptly removed from the Project site. Protection of construction material and equipment from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

- 2.17. All materials and equipment shall be new, accepted by local codes, program guidelines and industry testing and standards organizations (UL, APA, ASHRAE, NPCA, etc.), and installed in accordance with; manufacturer's instructions, intended use and location; prevailing City codes, each respective State's licensing body and local industry standards and practices. Performance standards will meet, at a minimum, the most recently revised "Residential Construction Performance Guidelines for Professional Builders & Remodelers, International Residential Construction Code or as stated in the contract documents.

Any product substitution including material and equipment must be stated in the bid proposal and/or approved in advance, and in writing by the Dallas County Planning and Development-Replacement Housing Program Project Coordinator, Building Inspector or Designated Staff member and Homeowner (when applicable). The substitute product must be of same comparative quality and performance or better.

Contractor shall complete all work in a neat and workmanlike manner, to the satisfaction of the County.

- 2.18. Contractor shall be prohibited from using lead-based paint on any surface. All paint is to be delivered in unopened original containers with labels intact. All paint to be used will be inspected and certified to be lead-free by the Housing Replacement Specialist in writing and will become part of the official case file.

2.19. Site Specific Requirements:

- 2.19.1. The City of Balch Springs and Dallas County require a property survey (performed by a licensed surveyor) with elevations to verify location of house on lot prior to pouring concrete to determine where drainage will be according to the plans, the house will be no more than 1050 square feet of living space and all brick.

NOTE: If you have any questions about the City of Balch Springs requirements, you may direct your questions to the City Building Inspections Department, 972-286-4477. If you have any questions about the survey post award, direct your questions to Dallas County's Housing Replacement Specialist, 214-653-7627.

After locating property lines, new home shall be built in location to comply with the City of Balch Springs requirements of 30-foot set-back from property line (City of Balch Springs will make determination) and 8-foot set-backs from each side of property lines. If the property lines are not located during the survey, the surveyors must set the pins in place to mark the property. Once the survey is completed, both the County and the City of Balch Springs must approve the survey before the contractor can begin construction.

- 2.19.2. Site Specific #1: The replacement house is to be 1050 sq. ft. – right side door to driveway.
- 2.19.3. Site Specific #2: Stand-up shower in master bathroom with 36" doors to bathroom and master bedroom.
- 2.19.4. Site Specific #3: Tall toilets in both bathrooms. Combination tub/shower for the main bathroom.

NOTE: Please verify that there are no wells/septic tanks that must be properly closed as a part of the clean up by the Contractor. If there are wells/septic tanks, it is the Contractor's responsibility to fill and cap off according to state regulations.

2.19.5. Driveway will be a "concrete approach" installed in the front of the house (see site plan). Driveway will extend from the street to the face of the house, (Size: 12' wide/maximum of 35' in length with sidewalk 36" standard and 48" ADA tie from driveway to porch). Obtain Specifications for Driveway/Sidewalk and Driveway Approaches from City Building Inspector.

2.19.6. Add 6" minimum of compacted select-fill to existing grade in order to raise the slab above grade.

2.19.7. Exterior

2.19.7.1. House will be 100% brick, HardieBacker Board will be used on Soffit only.

2.19.7.2. Up to three (3) industry standard roof vents to be installed on the back side of the roof.

2.19.7.3. Windows shall either be colonial style or full view. (Homeowner's choice)

2.19.7.4. Front door shall be 36" and back entrance doors shall be 32" wide. If ADA accessible, back door shall also be 36" wide

2.19.7.5. Install shutters for **all front-facing windows**

2.19.8. Family Room/Dining Room

2.19.8.1. Install one (1) ceiling fan in living/dining room, size 52" with 5 blades

2.19.8.2. Grade "A", HUD approved carpet or similarly approved vinyl floor covering, to be installed in living/den area

2.19.9. Bedrooms/Hallway

2.19.9.1. Master bedroom and master bath doors shall be 32" wide unless specified as ADA, (ADA doors will be 36")

2.19.9.2. Install one (1) ceiling fan in Master bedroom, size 42" with 5 blades

2.19.9.3. Grade "A", HUD approved carpet or similarly approved vinyl floor covering, to be installed in each bedroom, as well as all hallways

2.19.10. Kitchen

2.19.10.1. Install new industry standard refrigerator, stove and dishwasher. Present make and model for written approval

2.19.10.2. Install one (1) garbage disposal, industry standard

2.19.10.3. Kitchen cabinets shall be American Woodward "Dominion" or quality cabinets "Liberty" or written approved equal

2.19.10.4. Install HUD approved vinyl floor covering in kitchen

2.19.11. Plumbing

Note: City of Balch Springs requires a 3" yard sewer line, extending from double clean-out house to a 4" clean-out at property line. Consult with City Inspector

2.19.11.1. House is on City of Balch Springs sewer line. Contact City of Balch Springs to identify location at 972-286-4477

- 2.19.11.2. All existing water and sewer lines must be replaced
- 2.19.11.3. Master bath shall include commode, shower stall and pedestal sink
- 2.19.11.4. 5' fiberglass tub/shower unit shall have a soap holder
- 2.19.11.5. Medicine cabinet with mirror must be installed in bathroom(s)
- 2.19.11.6. Electric water heater to be installed in approved closet or in the attic, 40 gallon capacity
- 2.19.11.7. Plumbing rough-in shall include a tub bucket to sleeve the tub drain prior to the slab being poured
- 2.19.12. **Electrical**
 - 2.19.12.1. Home is to be all electric
 - 2.19.12.2. All bedrooms and family/dining rooms shall be wired for ceiling fans with additional wall switches. Install ceiling fans in living/dining room and master bedroom only
 - 2.19.12.3. Pre-wire house for phones. Locations to be determined by homeowner
- 2.19.13. **HVAC**
 - 2.19.13.1. Minimum 16 SEER; unit to be installed/located in the attic
- 2.19.14. **Miscellaneous**
 - 2.19.14.1. Contractor is responsible for the disconnection of utilities and the re-connecting on all utilities prior to final acceptance
 - 2.19.14.2. City of Balch Springs may or may not waive some buildings fees for this program. Consult with Building Official

NOTE: Please know that house is to be made ready to move in immediately after completion. All construction is to be complete and all appliances installed, all light switches in working condition, all plumbing complete, all floor coverings installed, and heating and A/C in working condition, etc. A complete walk-through by the County and the Homeowner will be performed before the final completion is signed and the final request for payment is processed.

V. Communication

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

All questions regarding this solicitation are to be submitted in writing to Laura Ortiz, Purchasing Buyer with the Dallas County Purchasing Department via [Bidsync https://prod.bidsync.com/dallas_county_texas](https://prod.bidsync.com/dallas_county_texas), and The County's procurement platform or via mail to Dallas County Purchasing, 900 Jackson Street, Suite 680, Dallas, Texas 75202. Please reference the IFB Solicitation number on all correspondence to Dallas County.

All questions, comments and requests for clarification must reference the IF 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/department/purchasing/currentbids.php> (go to the appropriate IFB number, click on the appropriate hyperlink for viewing and/or downloading.)

VI. Commencement Date

Contract Agreement: This will be a firm fixed price agreement for one time purchase of demolition and construction of a new single family home.

VII. Award Method

The County's intent is to award this solicitation in its *entirety*, but the County reserves the right to award in the method that is most advantageous to the County.

The County reserves the sole discretion to determine whether a solicitation response is responsive or non-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.

VIII. Location and Invoicing

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

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

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

Planning and & Development
Dallas County Commissioners Court
411 Elm Street, 3rd Floor
Dallas, TX 75202

X. Total Cost of Goods and/or Services

Description

Specify total turnkey all-inclusive cost for the Demolition and Construction of a New Single Family Home located at 3801 Wood Oak Balch Springs, TX 75180, as per bid requirements, housing replacement specifications, general and technical requirements:

Total Turnkey Project/Bid Cost

Demolition Cost: \$ _____
Construction Cost: \$ _____
Total Cost: \$ _____

Specify the Brand/Series and Manufacturer Model Number of the Energy Star Compliant and Qualified Refrigerator:

Specify the Brand/Series and Manufacturer Model Number of the Freestanding Range:

Specify the Brand/Series and Manufacturer Model Number of the Dishwasher:

NIGP Commodity Code: 90954, 90923 and 91223

Specify any additional comments/cost/etc. included with your bid proposal, if applicable:

***Any deviations to the Dallas County bid specifications may result in rejection of the Bidders Proposal if found unacceptable by Dallas County.**

List any special resources, skills or services which the firm offers that are not specifically addressed in this solicitation, but would be available as part of an agreement with your firm.

XI. Opening of Bids

The bid response must be submitted by due date September 30, 2021 at 2:00 pm (CST) via electronic through BidSync (https://prod.bidsync.com/dallas_county_texas) an online public solicitation platform. or via parcel only (USPS, FedEx, UPS or common carrier, no vendor / personal drop off is available at this time) ship to: Dallas County Purchasing Department, Founders Square, 900 Jackson Street, 6th Floor, Suite 680, Dallas, Texas 75202.

Bid reading: September 30, 2021 at 2:30 pm (CST), the reading will be conducted via a live meeting online. Bids will be publicly opened in compliance with public bid opening statutory requirements.

[Join live event](#) (right click to open hyperlink)
+1 469-208-1731 United States, Dallas (Toll)
Conference ID: 878 997 511#

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

XII. Review of Bids

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

XIII. Bid Pricing

1. Bid pricing shall be firm for the entire contract unless otherwise stated herein. The Contract shall commence on the date after award by the Dallas County Commissioners Court and upon the execution of the Contract if a contract is required.
2. Costs not included or calculated in the applicable unit prices as bid will not be paid by the County, regardless of the intentions of the bidder when the bid was submitted and regardless that those costs were actually incurred.

XIV. Insurance and Bonding Requirements

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

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

Contractor at its own expense, consistent with its status as an independent contractor will carry, purchase and maintain and will cause each subcontractor employed by the Contractor at their own expense to carry, purchase, and maintain or cover such subcontractors under its 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 and its subcontractors 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 of 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 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 Thousands 00/100 (\$500,000.00) Combined Single Limit of Liability for Bodily Injury and Property Damage. Such insurance is to include coverage for loading and unloading hazards.

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

- a. Waiver of Subrogation
 - b. Thirty (30) day Notice of Cancellation
 - c. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers.
- 1.4. Builders Risk Insurance: Contractor shall maintain during the term of this contract, at its own expense, All Builders Risk Insurance in the amount equal to one hundred percent (100%) of the initial contract amount plus values of subsequent modifications and change orders. Covered perils shall include, but not be limited to: Contractor's labor and workmanship, materials, fixtures, equipment, defects, fire, wind, lightning, and other weather related hazards, damage, extended coverage, vandalism, and malicious mischief, and theft.

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

- a. Name Dallas County as loss payee as its interest may appear
 - b. Thirty (30) day Notice of Cancellation
- 1.5. Bid Security or Bid Bond (for contracts in excess of \$100,000): All bids shall be accompanied by a cashier's check, certified check, or a bid bond in an amount of not less than five percent (5%) of the total bid. All cashier's check or certified check, shall made payable without conditions to Dallas County and must reference the IFB number on the check or bond. Bid bond executed by a solvent corporate surety or corporate sureties which are on the approved list of the United States Department of Treasury (Federal register Circular 570 - "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies", Sections 9304 through 9308 of Title 31 of the United States Code. Surety Companies Acceptable on Federal Bonds. The Surety must also be duly authorized to do business in the State of Texas.
- 1.6. Performance Bond (for contracts in excess of \$100,000): Contractor within ten (10) days after contract award or prior to the commencement of any work or delivery services under this contract Contractor shall furnish to the County a Performance Bond in the amount equal to one hundred percent (100%) of the contract amount, executed by a solvent corporate surety or corporate sureties which are on the approved list of the United States Department of Treasury (Federal register Circular 570 - "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies", Sections 9304 through 9308 of Title 31 of the United States Code. Surety Companies Acceptable on Federal Bonds. The Surety must also be duly authorized to do business in the State of Texas.

- 1.7. Payment or Material and Labor Bond (for contracts in excess of \$25,000): Contractor within ten (10) days after contract award or prior to the commencement of any work or delivery services under this contract Contractor shall furnish to the County a Payment or Material and Labor Bond in the amount equal to one hundred percent (100%) of the contract amount, executed by a solvent corporate surety or corporate sureties which are on the approved list of the United States Department of Treasury (Federal register Circular 570 - "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies", Sections 9304 through 9308 of Title 31 of the United States Code. Surety Companies Acceptable on Federal Bonds. The Surety must also be duly authorized to do business in the State of Texas.

The bonds must clearly and prominently display on the bond or on an attachment to the bond the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent, or the toll-free telephone number maintained by the Texas Department of Insurance under Chapter 521.051 of the Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free telephone number.

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

All bonds shall be delivered to the Dallas County Purchasing Agent located at 900 Jackson Street, 6th Floor, Suite 680, Dallas, Texas 75202. No payment shall be due and payable to the Contractor, even if the contract has performed in whole or in part, until the bond has been submitted to Dallas County Purchasing Agent.

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

- a. Endorsement: Except Workers Compensation and Professional Liability, name Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage;
- b. Endorsement: Provide for thirty (30) days prior written notice will be given to the County for cancellation, non-renewal or material reduction/change in coverage provided under all policies, except in cases of cancellation for non-payment, in the event of which notice shall be provided as required by state law to Dallas County;
- c. Endorsement: Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss;
- d. Provide for endorsement that the "other insurance" clause shall not apply to County where County is the additional insured on the policy;
- e. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of the contract is satisfactorily completed and formally accepted;
- f. All insurance coverage shall be on a per occurrence basis, if coverage is written on a claims-made basis, the retroactive date shall be prior to or coincide with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. The coverage shall be continuous for the duration of the contract agreement and for not less than two (2) years following the end of the contract agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the contract agreement;

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

2. Insurance Lapse

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

SUCCESSFUL FIRM FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO SUCCESSFUL FIRM'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. SUCCESSFUL FIRM(S), AT ITS OWN EXPENSE WITH COUNSEL OF COUNTY'S CHOICE, WILL DEFEND AND HOLD COUNTY HARMLESS IN ANY CLAIM OR ACTION AGAINST COUNTY THAT OCCURRED AS A DIRECT OR INDIRECT RESULT OF SUCCESSFUL FIRM'S FAILURE TO MAINTAIN INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, THE COUNTY SHALL COOPERATE WITH AND MAY MONITOR SUCCESSFUL FIRM(S) IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE, MAKE EMPLOYEES AVAILABLE AS SUCCESSFUL FIRM MAY REASONABLY REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE REIMBURSEMENT BY SUCCESSFUL FIRM OF ALL COSTS AND EXPENSES OCCASIONED BY THE COUNTY'S COOPERATION IN SUCH DEFENSE. SUCCESSFUL FIRM AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT THE COUNTY'S CONSENT, WITH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED. (Dallas County Commissioners Court Order 2006-1058, June 13, 2006).

XV. Rejection or Acceptance of Bids

1. This IFB does not commit the County to award a Contract. The County reserves the right to reject any or all bids, to waive technicalities or irregularities, and to accept any bid it deems to be in the best interest of the County. The County shall not be liable for any costs incurred by any company responding to this IFB.
2. The County will require the recommended bidder to sign the necessary Contract documents prepared by the County District Attorney's Office, if applicable. If applicable, a sample Contract is included as an attachment. Bidders must take exception to any term of the Contract to which it will not agree in its bid.

XVI. Late and Withdrawn Bids

Bids are required to be submitted in hard copy to the County Purchasing Department. Dallas County will not accept submittals after the due date and time. Bids cannot be withdrawn after the bid due date and time without the expressed written consent of the Dallas County Purchasing Agent.

XVII. Confidentiality

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

XVIII. Disqualification of Bidders

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

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

XIX. Permits Required by Law

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

XX. Records and Audit

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

XXI. Assignment of Contract

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

XXII. Default by Contractor

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

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

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

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

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

XXIII. Termination

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

XXIV. Miscellaneous

1. After executing the contract or issuance of a purchase order, no consideration will be given to any claim of misunderstanding.
2. Bidders shall submit with their bid, the required Contractor's qualification statement with supporting information as stated herein along with all other supporting documentation requested.
3. Bidders shall thoroughly familiarize themselves with the provisions of these specifications/scope of work.
4. The County reserves the right to reject all bids and to waive any minor irregularities.
5. 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.
6. The Contract with the Contractor will be drawn by the County and may contain such other provisions as are deemed necessary to protect the interests of the County.
7. The 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.
8. If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

9. The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.
10. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the City Attorney or his authorized representative shall be final.

XXV. Indemnity

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

XXVI. Development Costs

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

XXVII. Contract Award

The County reserves the right to award this bid to the lowest bidder(s) by line, group, in its entirety, or in a manner that is most advantageous to the County. By submitting a bid, the bidder agrees to be bound by these terms and conditions unless otherwise noted herein. The final contract is subject to the County Commissioners Court approval.

XXVIII. Certificate of Interested Parties (Form 1295)

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

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

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

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

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

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

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

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

Definitions:

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

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

(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

XXIX. Conflict of Interest

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

XXX. Small Business Enterprise (SBE) Program

2.1. Definitions

- 2.1.1. 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. A business that stocks sufficient quantities of supplies in direct inventory, held for sale or resale, to cover anticipated future demands for the suppliers is performing a commercially useful function.
- 2.1.2. 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 foregoing. 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.
- 2.1.3. 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.
- 2.1.4. The term “**Contract Administration**” shall mean the County Purchasing Department and/or his or her designee.
- 2.1.5. The “**Contract Administration Supervisor**” shall mean the Purchasing Director and/or his or her designee.
- 2.1.6. **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.

- 2.1.7. **Good Faith Effort Plan.** The plan submitted with a Submittal detailing the 17 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.
- 2.1.8. **Metropolitan Statistical Area (MSA).** The Dallas County MSA includes the following counties: Dallas, Tarrant, Denton and Collin.
- 2.1.9. **Small Business Enterprise.** It is the policy of Dallas County to support the growth and development of Small Business Enterprise ("SBE") and ensure that SBEs have an equal opportunity to compete for and participate in Dallas County contracts. Thus, Dallas County Commissioners Court has created the Office of Small Business Enterprise to establish and oversee a Diversity Program to ensure that SBEs have an equal opportunity to compete for and participate in Dallas County contracts. It is Dallas County's intent to:
- Ensure nondiscrimination in the award and administration of Dallas County contracts;
 - Create a level playing-field on which small businesses can compete fairly for Dallas County contracts; and
 - Ensure that only firms that 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.

2.2. **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) 51% or more owned and controlled;
- c) Firm must be organized as for profit business;
- d) To be recognized by the County as a qualified SBE firm, as defined pursuant to Section 3 of the Small Business Act¹ and relevant regulations², 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
- e) 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.

2.3. 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 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.

2.4. 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 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.

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.

2.5. 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.

**SBE ATTACHMENTS
FOR
IFB SOLICITATIONS**



DALLAS COUNTY GOOD FAITH EFFORT PLAN

Project Name: _____ BID #: _____

Firm Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Phone#: _____ Email Address: _____

Is Your Firm Certified: No _____ Yes _____ SBE Certification#: _____

Certifying Agency: NCTRCA _____ WBC-Southwest _____ DFW Minority Supplier Development _____

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

YES _____ NO _____ Name of staff member: _____

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

YES _____ NO _____ Date of Listing: _____

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

YES _____ NO _____

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

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



**DALLAS COUNTY
GOOD FAITH EFFORT PLAN**

Project Name: _____

BID #: _____

Firm Name & SBE Certification #	Person Contacted & Date	Address	Telephone# & Email Address	Types of Work	Ethnicity/Gender	Local or Non-Local

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

Officer's Signature: _____

Title: _____

Date: _____

Printed Name: _____

Title: _____

Date: _____



**DALLAS COUNTY
GOOD FAITH EFFORT PLAN**

Project Name: _____

BID #: _____

Firm Name & SBE Certification #	Person Contacted & Date	Address	Telephone# & Email Address	Types of Work	Ethnicity/Gender	Local or Non-Local

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

Officer's Signature: _____

Title: _____

Date: _____

Printed Name: _____

Title: _____

Date: _____



DALLAS COUNTY
SUBCONTRACTOR INTENT FORM

TO: Dallas County
Small Business Enterprise Department

Date:

Project Name:

BID#:

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

to Prime Contractor on the project

SBE subcontractor is currently certified by the following agency:

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

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

Total Contract Amount for prime: \$ NCTRCA
SBE Sub Participation Amount: \$ % DFWMSSDC
WBC-SW

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

Officer's Signature (Prime Contractor)

Officer's Signature (SBE Sub-contractor)

Printed Name (Prime Contractor)

Printed Name (SBE Sub-contractor)

Title (Prime Contractor)

Title (SBE Sub-contractor)

Date

Date

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

Table with 3 columns: Organization Name, Prime, Sub. Rows include Greater Dallas Asian American Chamber of Commerce, Greater Dallas Black Chamber of Commerce, Greater Dallas Hispanic Chamber of Commerce, U.S. Pan Asian American Chamber of Commerce, Asian Contractors Association, Regional Black Contractors Association, and Regional Hispanic Contractors Association.



SMALL BUSINESS UTILIZATION AFFIDAVIT

It is the policy of Dallas County to involve qualified Small Business Enterprises (SBEs) to the greatest extent feasible on County's construction, procurement and professional services contracts. The County and its contractors shall not 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 lowest/best 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 lowest/best 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 "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.

BID Number: _____

Company Name: _____

Typed or Printed Name of Certifying Official of Company

Date

Signature of Certifying Official of Company

Title