



Dallas County
BRIEFING / COURT ORDER
Commissioners Court - Aug 17 2021

- ☐ Resolution
- ☒ Solicitation/Contract
- ☐ Executive Session
- ☒ Addendum

Authorize the issuance of Request for Proposal (RFP) 2021-XXX-XXXX for Armed and Unarmed Security Guard Services and authorize the Purchasing Department to advertise, release, and negotiate in accordance with statutory procurement requirements.

Briefing Date: Aug 3 2021
Funding Source:
Originating Department: Purchasing
Prepared by: Steven DePauw, Buyer
Recommended by: Michael Frosch, Director of Purchasing

BACKGROUND INFORMATION:

Authorization to issue a request for proposals that will allow Dallas County to solicit responses from qualified proposer(s) to provide Armed and Unarmed Security Guard Services.

The proposal requirements have been written with the intent to solicit responses from qualified proposer(s) with demonstrated competency and qualifications to provide Armed and Unarmed Security Guard Services.

In accordance with County policy, the purpose of this briefing is to request the authority to advertise a request for proposals for the aforementioned services, and to negotiate with the highest ranked respondent to present to Commissioners Court for contract execution.

OPERATIONAL IMPACT:

N/A

FINANCIAL IMPACT:

N/A

LEGAL IMPACT:

N/A

SBE PARTICIPATION:

N/A

ADMINISTRATIVE PLAN COMPLIANCE:

N/A

RECOMMENDATION:

Authorize the issuance of Request for Proposal (RFP) 2021-XXX-XXXX for Armed and Unarmed Security Guard Services and authorize the Purchasing Department to advertise, release, and negotiate in accordance with statutory procurement requirements.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby Authorize the issuance of Request for Proposal (RFP) 2021-XXX-XXXX for Armed and Unarmed Security Guard Services and authorize the Purchasing Department to advertise, release, and negotiate in accordance with statutory procurement requirements.

CONTRACT DETAILS:

Contract Title:	Armed and Unarmed Security Guard Services
Description:	Armed and Unarmed Security Guard Services
Transaction Type:	New
Contract Number:	
Start Date:	
Vendor:	TBD

Total Cost:
Expiration Date:

ATTACHMENTS:

[RFP 2021-0XX-XXXX - Armed and Unarmed Guard Services](#)



Dallas County



REQUEST FOR PROPOSAL 2021-XXX-XXXX ARMED AND UNARMED SECURITY GUARD SERVICES

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I. Introduction, Purpose, and Intent

Dallas County is seeking proposals from licensed, experienced, and qualified security guard firms and/or companies to provide Armed and Unarmed services at designated Dallas County facilities as described herein.

The contract is to provide Armed/Unarmed Security Guard Screening Services at the following County locations: (a) George L. Allen, Sr. Court Building, (b) Frank Crowley Criminal Courts Building (c) Henry Wade Juvenile Center, d) Cleophas R. Steele, Jr. Courthouse and (e) CSCD/Adult Probation.

This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by Dallas County.

By submitting a proposal, Respondent certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed.

This Request for Proposal (RFP) solicitation is being conducted pursuant to Texas Government Code Chapter 262.030.

The contract is for a five-year period beginning on the date the contract agreement is executed by Commissioners Court, or soon thereafter. Subject to the availability of departmental funding, vendor performance, mutual agreement by all parties. All extensions shall be based on existing terms, conditions, and price structures set forth in the executed contract agreement or as amended and approved in writing by the Dallas County Commissioners Court. Upon expiration of the term and conditions of this contract agreement or any period of renewal, Contractor agrees to hold over the terms and conditions of this Contract for such a period of time as may be reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

II. Definitions

The following definitions are used throughout the RFP:

Auditor: means the Dallas County Auditor or his/her designee.

Business Entity: any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. 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.

Commissioners Court: means Dallas County Commissioners Court.

Contact Person/Procurement Coordinator: the Dallas County Purchasing Department person identified in a County Solicitation as the contact person regarding the solicitation during the course of the no-contact period.

Contractor: means a person or business which has a contract (as an "independent contractor" and not an employee) to provide some portion of the work or services on a project which the contractor has agreed to perform. Contractors are private, not public, entities and provide direct services.

Controlling Interest means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stocks 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

County: means Dallas County, Texas, a political subdivision of the State of Texas.

Due Date: means the date and time specified for receipt of the RFP

Interested Party: means a person who has a Controlling Interest in a Business Entity with whom the County contracts or who actively participates in facilitating the Contract or negotiating the terms of the Contract, including a broker, intermediary, adviser, or attorney for the Business Entity.

Intermediary: 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:

(a) receives compensation from the business entity for the person's participation;

(b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(c) is not an employee of the business entity

Local Time: Time in the Central Time Zone as observed by the State of Texas. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.

No-Contact Period: means the period of time from the date of issuance/release of the Solicitation until a Contract is executed. All Respondent/Bidder/Offeror/Proposer/Vendor/Contractor/Consultant communications including, but not limited to, questions, comments, requests for clarification, and general information requests, during the No-Contact Period, regarding any Active Solicitation, must be directed solely to the Purchasing Contact Person. The Contact Person for any specific solicitation can be identified by visiting:

<http://www.dallascounty.org/departments/purchasing/currentbids.php>, to view the solicitation

Respondent/Bidder/Offeror/Proposer/Vendor/Contractor/Consultant (including any employees, agents, representatives, or any other individuals or entities acting on their behalf) that are found to have violated the No-Contact Period will be automatically disqualified from any Active Solicitations at the time of the violation.

Purchasing: means Dallas County Purchasing Department

Purchasing Agent: means the Dallas County Purchasing Agent.

Request for Proposal (RFP): A document requesting an offer from vendors, which allows for negotiations after a proposal has been received and before award of the contract for goods and services procured in compliance with TEX. LOC. GOV'T CODE ANN., §§ 262.030.

Respondent/Bidder/Offeror/Proposer/Vendor/Contractor/Consultant: Any person, individual, company, firm or business submitting a proposal in response to this RFP.

Responsive: The respondent has complied with all material aspects of the solicitation document, including submission of all required document

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

Service: means the activities, obligations, and deliverables described in the RFP and Scope of Services.

Solicitation : applicable, includes Invitation for Bid, Request for Proposal, Request for Qualifications, Statement of Qualifications, Request for Quotation, Request for Information, or such other request as defined by the County.

Vendor: means a person, firm, or entity that sells Goods and/or Services.

III. Scope of Services

- 1.0 **General Requirements** = Contractor shall furnish all labor, manpower, personnel, service, supervision, management, documentation, insurance, bonds (if applicable), permits (if applicable), licenses, certifications, training, background checks/investigation, drug test, material, supplies, uniforms, weapons, ammunition, equipment, paid all taxes, expenses, benefits, salaries, wages, parking fees, payroll processing and payment, fees, 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 as described herein. Pricing shall be all-inclusive for services described herein.
- 1.1 All services must be of the highest quality and in full compliance with industry standards and all applicable Federal, State, and Local laws, ordinances, rules and regulations pertaining to the performance of the contract requirements specific herein.

Contractor shall comply with regulations governing security officer/guard personnel, including minimum wages set forth by the Department of Labor, and equal employment opportunity.
- 1.2 Any verbal communication with Dallas County employee concerning this solicitation is not binding on the Dallas County and shall in no way alter a specification, term or condition of this proposal. All changes to the specification requirements or scope of services must be approved in writing by an authorized representative Dallas County Purchasing Department and/or Commissioners Court.
- 1.3 Contractor shall employ on County premises only security officers / guards properly licensed and/or commissioned by Texas Department of Public Safety Private Security Bureau.
- 1.4 Contractor shall provide with their proposal copies of commissioning certificates and licenses for officers/guards (commissioned and un-armed), company, managers, and supervisors that will be performing services under this contract.
- 1.5 Contractor must have a local office located in Dallas County or the DFW area where the security guard services are required for the duration and term of the contract.
- 1.6 Contractor must provide a local, 24-hour, 7 days a week phone number. The account manager or site supervisor shall return calls within 30 minutes of being contacted by the County designated representative.
- 1.7 Contractor shall designate a Contract Manager. The Contract Manager shall have experience in management and supervisory responsibilities. The Contract Manager shall be a permanent staff

employee and shall serve as constant primary points of contact for Dallas County. The Contract Manager's primary responsibility shall be day-to-day operation of services in accordance with the requirement of the contract.

- 1.8 Contractor shall maintain proper safeguards and shall assume legal responsibility and any risk its personnel may assume in performing security guard services under this contract. Dallas County does not guarantee police protection and will not be liable for any loss or damage sustained by the Contractor.

All employees, contractors, or subcontractors of Contractors shall in no way be considered employees of County, but rather they shall be employees or contractors of Contractor. Contractor shall bear full responsibility for compensating security personnel provided under this Solicitation and shall have the sole right to hire, suspend, discipline, or discharge security personnel provided under this Solicitation. However, at the request of the County, the Contractor shall immediately exclude any member of the Contractor's staff from performing services under this Solicitation. The County reserves the right to bar any of the Contractor's staff or personnel from performing services under this Solicitation.

- 1.9 Contractor and security officers/guards shall comply with all security and safety requirements imposed by Dallas County at all times while on County property.

- 1.10 Monthly Reports - Contractor shall submit with each invoice a report describing the following:

1.10.1 Name of employee

1.10.2 Job classification

1.10.3 Number of approved hours worked in the period

1.10.4 Number of hours worked in the period and cumulative totals (including overtime when applicable)

1.10.5 Services hours rendered Year-to-Date

1.10.6 Pay Rate by employee

1.10.7 Bill Rate by employee

1.10.8 The total charges for services rendered

1.10.9 All monthly reports are to be submitted by 15th each month for the prior month services.

- 1.11 Payment Terms: Invoices are to be submitted in arrears, after goods and/or services have been received. Dallas County payment terms are Net 30 Days after receipt of undisputed invoice. Invoices shall be verified and approved by the Dallas County user department and subject to routine processing requirements. Payment will be authorized for all services covered under this contract upon completion of services in accordance with specification requirements and inspection of the products/services covered under this contract by Dallas County authorized representative. Payments made by the County shall not preclude the right of the County from thereafter disputing any items involved or billed under this contract and shall not be construed as acceptance of any part of the goods and/or services.

1.12 Invoicing Requirements: All invoices shall include, but not be limited to the following information:

1.12.1 Dallas County Purchase Order Number

1.12.2 Proposal Number

1.12.3 Remit to address

1.12.4 Invoice Date

1.12.5 Date of Service

1.12.6 Service Property Facility Location

1.12.7 Unit Price per the pricing structure stated on proposal (if applicable)

1.12.8 Total Cost of Services

1.12.9 Two (2) invoices are required.

Original invoice(s) shall be sent to:

Dallas County Auditor's Office

Attn: Accounts Payable,

1201 Elm Street, 23rd Floor

Dallas, Texas 75270

Accounts.Payable@dallascounty.org

And

Copy of invoice(s) shall be sent to:

Dallas County Operations Services Security

George L. Allen Sr. Courts Bldg.

1.12.10 Invoices may be returned unpaid to the Contractor when one of the following conditions exists:

- Invoice does not contain all the required information and formatted as requested by Dallas County
- Price on the invoice does not correspond to the proposal price

1.12.11 Failure to comply with all specification requirements will result in the termination of contract due to nonperformance.

2.0 Additional to the General Requirements, the Scope of Services shall include, but not be limited to the following Contractor responsibilities:

2.1 All services provided will be in accordance with the provisions of the Private Investigators and Private Security Agencies Act Article 4413(29bb), V.A.C.S., Texas Occupations Code, Chapter 1702 (Private Security), Private Security Board's Administrative Rules Chapter 35, currently in effect and as amended by the Texas Legislature and Board Rules.

- 2.2 Contractor shall be an established company engaged in the business of providing security guard services with a minimum of three (3) continuous years of services within the last five (5) years. Recent start-up businesses do not meet the requirements of this solicitation.

Note: A Start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise.

- 2.3 Contractor must have valid Class B – Security Contractor Company License or Class C – Private Investigation and Security Contractor Company License and qualified Manager’s license issued by the Texas Department of Public Safety (Private Security Bureau) and be in good standing.
- 2.4 Contractor must have the appropriate number of qualified security officer/guard personnel with sufficient training, education, experience, and skill to meet Dallas County’s security needs during the specify work hours and emergency situations.
- 2.5 Within three (3) days of duty assignment, the Contractor will provide Dallas County with personnel resumes that identify the employee’s performance record, background investigation information, training record, state approved license/certification, photograph, drug testing results and any/all other applicable information pertaining to the respective individual(s). The County Chief of Security or designee will maintain personnel files on each officer provided by the Contractor. Information contained in the personnel file will include but not be limited to the above-mentioned materials. It is the responsibility of the Contractor to provide all qualification and training information on each assigned officer to the County Chief of Security. Failure to comply with these criteria may result in the cancellation of the contract. Dallas County reserves the right to conduct criminal background checks on any/all of the awarded firm's personnel assigned to this contract. In the event an individual's file/background check proves other than satisfactory, as determined by Dallas County, the County reserves the right to have the individual(s) immediately removed and replaced at no additional cost to the County.
- 2.6 Contractor will provide County Chief of Security or designee a duty roster of contract personnel complete with name, duty station/post assignment, date & time of assignment prior to each shift/watch. Any change in personnel assignments must be brought to the attention of the County Chief of Security or designee within 24 hours. An information packet containing background check information, certifications, training, and employee’s resume must be provided to the Contract Manager within 24 hours of assigning new personnel to Dallas County sites.
- 2.7 Contractor shall employ on County premises only security officers/guards properly licensed and commissioned by the Texas Department of Public Safety Private Security Bureau.
- 2.8 Non-Commissioned Unarmed Security Officer/Guard Requirements: All security officers/guards utilized shall meet the following requirements:
- 2.8.1 Must be over 21 years of age
 - 2.8.2 High school graduate or hold a GED
 - 2.8.3 Possess a valid State of Texas Driver’s License
 - 2.8.4 Lawful resident of the United States and have the appropriate work authorizations
 - 2.8.5 Must have a valid security officer/guard license issued by the Texas Department of Public

Safety (Private Security Bureau)

- 2.8.6 Successfully completed the State of Texas approved Level II Training Course and Test
- 2.8.7 Trained and licensed security officer/guard with at least one (1) year professional experience as a security officer/guard, or one (1) year experience in a branch of law enforcement or other type of protective service.
- 2.8.8 Physically and mentally able to perform duties according to the specification requirements.
- 2.8.9 Pass a criminal background and employment check, drug and alcohol test
- 2.8.10 Not have been arrested or currently charged with, or under indictment for, a felony, Class A misdemeanor, or a Class B misdemeanor
- 2.8.11 Not have been found by a court to be incompetent by reason of a mental defect or disease and not have been restored to competency
- 2.9 Commissioned Armed Security Officer/Guard Requirements: All commissioned armed security officers/guards utilized shall meet the following requirements:
 - 2.9.1 Must be over 21 years of age
 - 2.9.2 High school graduate or hold a GED.
 - 2.9.3 Possess a valid State of Texas Driver's License
 - 2.9.4 Lawful resident of the United States and have the appropriate work authorizations.
 - 2.9.5 Must have a valid armed commissioned security officer/guard license issued by the Texas Department of Public Safety (Private Security Bureau)
 - 2.9.6 Successfully completed the State of Texas approved Level II and III Training Courses and Test
 - 2.9.7 Possess the required permits and directive to carry to any weapon or firearm
 - 2.9.8 Trained and licensed armed security officer/guard with at least one (1) year professional experience as a security officer/guard, or one (1) year experience in a branch of law enforcement or other type of protective service
 - 2.9.9 Physically and mentally able to perform duties according to the specification requirements
 - 2.9.10 Pass a criminal and employment background check, drug and alcohol test
 - 2.9.11 Not have been arrested or currently charged with, or under indictment for, a felony, Class A misdemeanor (within ten (10) years), or a Class B misdemeanor
 - 2.9.12 Not have been found by a court to be incompetent by reason of a mental defect or disease and not have been restored to competency

2.9.13 Contractor shall designate an On-site Security Guard Supervisor. The On-site Security Guard Supervisor shall maintain field supervision and training of security personnel assigned to provide security for Dallas County. The On-site Security Guard Supervisor must be knowledgeable of the specification requirements and Dallas County Post Orders to ensure strict compliance is continually maintained. The supervisor shall:

2.9.13.1 Ensure security officers/guards or replacements arrive at their post a minimum of ten (10) minutes prior to scheduled shift start time.

2.9.13.2 Ensure adequate personnel are available to provide relief for scheduled breaks, unscheduled breaks, restroom breaks, and meals. Dallas County will not be responsible to relieve any Contractor security officers/guards for meals or breaks. Under no circumstances shall any security officer/guard post be left unattended without proper authority.

2.9.13.3 The On-site Security Guard Supervisor shall be a permanent staff employee and shall serve as constant primary points of contact for Dallas County. The On-site Security Guard Supervisor's primary responsibility shall be day to day operation of services in accordance with the requirement of the contract.

2.9.13.4 Shall at all reasonable times be available to receive and implement orders or instructions from Dallas County, which affect the operation of the security force.

2.9.13.5 Handle problems and issues in the following manner:

- Correct any identified problems or issues within 2 hours
- Contact designated Dallas County representative by telephone or email regarding any problem or issue which cannot be corrected within 2 hours. The supervisor shall follow up in writing explain the nature of the problem, the reason the problem cannot be corrected, and an expected time frame for resolution.

2.10 Dallas County shall have the right to request Contractor remove and replace immediately any employees of Contractor who in Dallas County's sole discretion, does not maintain a high level of professionalism, is not attentive to duty requirements, who appears incapable of performing assigned duties, is not compliance with service requirements in the specification, whose conduct is improper, unacceptable, inappropriate, or offensive. If removed, the Contractor shall replace the employee within two (2) hours.

2.11 Contractor will provide County Chief of Security or designee will a copy of current license as applicable, for each contract *armed* security officer/guard worker assigned to Dallas County Facility prior to or upon clocking in for a scheduled shift;

2.12 Contractor must receive prior approval from the County Chief of Security or designee before any security officers/guards are placed on any post on County property

2.13 Security personnel performing under this contract shall be direct employees of the Contractor

2.14 Non-Contractor personnel and minors shall not be permitted on the job site

2.15 Contractor shall provide a replacement security officer/guard within two (2) hours in the event the assigned security officer/guard does not report for duty or security officer/guard has left his/her post for extended period

- 2.16 Contractor will be responsible for providing direct supervision to its security personnel. Dallas County shall have no direct supervisory authority over security personnel, except as expressly agreed upon herein and emergency situations where the exercise of supervision by Dallas County becomes necessary.
- 2.17 Contractor shall assume full responsibility for the actions of its personnel while performing services pursuant to this contract and shall be solely responsible for their supervision and control. If for any reason the County, through its designated employees, determines that any of the Contractor's employees has failed to perform the required duties in accordance with the prescribed standards, instructions, regulations or codes specified by the County, the Contractor shall be notified immediately and shall take appropriate action as deemed necessary. Contractor shall be responsible for any and all employee disciplinary actions and/or terminations and shall immediately replace any employee deemed unacceptable by the County.
- 2.18 Contractor shall be responsible for any loss or damage to property including money securities, merchandise, fixtures and equipment (including metal detector equipment) belonging to Dallas County or to any other individual or organization, if any such loss or damage was caused by Contractor or any employee thereof, while such employee is on the premises of Dallas County as an employee of the Contractor. If, in the event, questions arise as to the guilt or innocence of employees of Contractor, a polygraph test will be included as part of the loss for which Contractor is legally liable. If, however, Contractor's employees are determined to be innocent, then the cost will be borne by Dallas County. Any loss or damaged property or equipment by the Contractor shall be reported to the County Chief of Security or designee immediately upon discovery.
- 2.19 Contractor shall be responsible to meet quarterly or upon request, with County Security Chief or designee to review overall contract status, employee performance, documentation, etc.
- 2.20 Security Officers/Guards shall be able to read, write and speak the English language (Bilingual – English and Spanish – is helpful but not required) fluently to the extent of giving and understanding written orders, verbal instructions and being capable of composing written reports which convey clear, complete and accurate information, and communicate effectively by telephone or two-way radio. Each officer/guard must be able to write accurate, comprehensible and intelligible reports.
- 2.21 Armed Security Officers/Guards shall be required to carry firearms/weapons registered with company that meet current Dallas County Marshals Service requirements as to make, model and caliber. All security officers/guards carrying firearms/weapons shall be properly authorized and qualified. Contractor shall submit proof of firearms/weapons training for all armed commissioned security officers/guards that will work under contract. Security Officers/Guards that have not had proper firearms/weapons training will not be allowed to work under contract. Proof shall be submitted to Dallas County upon award of solicitation. All armed security officers/guards are required to qualify with the specific weapon/firearm with which they are armed at least annually. This requirement will not be waived under any circumstance. No Contractor security personnel will possess firearms or other weapons while on duty at County owned/operated facilities, unless specifically requested and authorized by the designated Dallas County supervisor, based on specific duty requirements.
- 2.22 At the Contractor's expense, each person assigned to this contract will be required to wear individual personnel dosimeters at screening checkpoints where x-ray equipment is used. At the end of each calendar month, the contractor shall check and maintain a record of the operator's duty time and results of the dosimeter readings. These records shall be made available to Dallas County upon request. In lieu of furnishing individual dosimeters, the Contractor may furnish, at

no cost to Dallas County, a dosimeter for each of the individual screening area stations that measures the areas perimeter. The contractor will also furnish one test unit to be stored and utilized by the County Security Chief or designee to conduct random testing.

- 2.23 Contractor shall provide Dallas County with names of all security officers/guards personnel performing service under this contract each month by location. The list shall be kept current and Dallas County shall be notified of any additions or changes.

Security officers/guards shall be present at the guard assigned station in full uniform and ready to assume shift responsibilities from the start time to the finish time of the shift. Shifts shall overlap, to ensure coverage despite any unforeseen (personal) emergencies. In the event guard staff is delayed or must abandon post for personal emergencies, the Contractor shall immediately provide a replacement guard to fill the shift or gap between shifts. Tardiness and leaving without notification to the County Chief of Security will not be tolerated.

2.24 Security Officer/Guard Duties and Requirements

- Report to assigned post location at least ten (10) minutes prior to scheduled shift start time. Excessive tardiness and absenteeism are grounds for termination of Dallas County assignment and replacement. Under no circumstances shall any assigned duty area be left abandoned without approval from County Security Chief or designee Security officers/guards shall perform their duties and/or be at their assigned post at all times. Emphasis shall be placed on alertness and conscientious performance of duty
- Ensure proper operation of County security equipment
- Operate screening equipment to identify dangerous objects in purses, handbags, backpacks, brief cases, containers, boxes, etc.
- Operate magnetometer, metal detectors and x-ray equipment to screen employees, visitors, public for weapons and other contraband
- Use hand held wand magnetometers to screen employees, visitors, public for weapons and other contraband
- Search and control security checkpoint entry of all non-excluded persons and personal items brought into the building facility including, but not limited to purses, handbags, backpacks, brief cases, containers, boxes, etc.
- Ensure proper ADA treatment through screening stations for all
- Must have the ability to maintain poise and self-control under stress.
- Must apply logic and exercise integrity when dealing with law enforcement or medical personnel.
- Interact with public, giving directions, information and responding to inquiries
- Shall be alert to surrounding of responsibility at all times
- Site surveillance responsibility:

- Report suspicious activity to their supervisors who in turn will notify County Security Chief or designee.
- Maintain professional conduct at all times.
- Promptly responding to security issues
- Security Officers/Guards may be required to utilize communication radios at some county facilities. All radios and training will be provided by Dallas County when and where applicable.
- Security Officers/Guards will be required to follow set procedures as set by the County such as sign in sheets and schedules.
- Complete daily logs recording, security deficiencies, and safety concerns. Complete and submit all incident reports to County Security Chief or designee before end the end of workday.
- Attend any required training sessions offered through Dallas County Marshal's Service.
- Promptly submit legible accurate reports
- Keeping accurate, legible logs
- Reports

A daily guard report will be filled out at the end of each shift. The County Chief of Security or designee reserves the right to approve the report format and require any desired changes or modifications. Additionally, an incident report shall be filled out and turned in on any incidents requiring other than routine activity on the part of the security officer/guard.

2.25 Training - Training is a primary and essential part of a security officer/guard program. Contractor shall be responsible for ensuring property security officer/guard training. The Contractor is to have a documented, continuing and formal on-the-job (OJT) training program. The program will stipulate that;

2.25.1 A supervisor will monitor all new hires assigned for a period of forty (40) hours. During this initial OJT period and prior to the officer making independent judgments regarding persons or property having access to the area beyond the screening points, the Contractor shall test the new employees using the FAA/County approved test objects.

2.25.2 Contractor's supervisory personnel shall observe and frequently check the performance of the contractor's personnel and provide particular attention to newly hired personnel, to assure each individual knows and understands the job requirements and procedures. In addition the supervisory personnel shall provide instructions and practical guidance to all company personnel as appropriate. When deemed necessary, Supervisors shall note the employee's training records with significant observations and/or deficiencies.

These records shall be available to the County Chief of Security or designee upon request.

Upon written authorization by County Chief of Security, off duty training at Dallas County sites will be acceptable.

2.25.3 All company personnel assigned to this contract must be fully trained in the weapon and/or Prohibited Items screening techniques, physical (searches) inspection and operation/reading of x-ray machines, walk-through metal detectors and hand-held metal detectors furnished by Dallas County. Dallas County will not provide training on County equipment. All other costs for training company personnel will be the responsibility of the contractor. Although not limited to, assigned company security personnel must be well versed on the following County owned equipment:

- Garrett Walk-thru Metal Detectors equipment
- Garrett Hand-held Metal Detectors equipment
- L3 Communications X-Ray Machines
- Or Other County owned Equipment

2.25.4 Contractor shall conduct a series of recurring tests of the x-ray operators and screening personnel, to provide assurance that the County employees and general public have adequate protection.

2.25.5 Contractor will assure that no company employee will perform any screening function(s) which requires the exercise of independent judgments regarding persons or property having access to the area beyond the screening point unless the person(s) has completed all training.

2.26 Uniforms, Accessories and Equipment Provided by the Contractor:

2.26.1 At the contractor's expense shall furnish each security officer/guard with appropriate County approved uniform identifying themselves as such. In addition, proper identification must be worn on the outer garment and visible at all times when on duty at any Dallas County facility. This identification shall consist of a badge containing the security officer/guard's name, photo picture, company name and the word 'Security'.

2.26.2 No licensee shall display a badge, shoulder patch, logo or any other identification which contains the words "Law Enforcement" and/or similar word(s) including, but not limited to: agent, enforcement agent, detective, task force, fugitive recovery agent or any other combination of names which gives the impression that the bearer is in any way connected with the federal government, state government or any political subdivision of a state government.

2.26.3 In addition, all security officer/guard shall carry a pocket card issued by company and/or by the Texas Department of Public Safety (Private Security Bureau) for armed commission security officer/guard on or about his/her person while on duty and shall present same upon request from a peace officer or to an investigator employed by the board.

2.26.4 Security Officers/Guards shall be in complete uniform for the full duration of each shift. Uniform shall be clean and neatly pressed. Security Officers/Guards reporting for work without a uniform or a partial uniform shall not be permitted to work. In the event a security officer/guard is not allowed to work, it shall be the Contractor's responsibility to find an immediate replacement. The County Security Chief or designee shall be the judge of the acceptability

2.27 Unarmed Security Officers/Guards Uniform Requirements: Uniform shirts and trousers as approved by the Chief of Security, polished, round toe, military style black shoes, black colored uniform socks, operable wrist or pocket watch. All uniform clothing garments shall be clean, neat and pressed when reporting and while on duty at Dallas County facilities. Unarmed guards will

at no time possess or carry any defensive spray, baton, handcuffs or any other item that could be construed as a weapon.

2.28 Armed Security Officers/Guards Uniform Requirements: Approved uniform per the Chief of Security, consisting of; shirt, slacks, socks, coats/windbreakers (with shoulder patch meeting Local Administrative Rules - Private Security, Chapter 35 Regulations).

2.29 The armed security officer/guard will be equipped with duty style belt including:

- Holster which is minimally rated as "Security Level II" to minimize the risk of loss of the firearm during an incident. No open holsters, cross draw holster, thigh or drop leg holster or other insecure methods of carry shall be authorized
- Utility belt and components shall be of either nylon or leather manufacture. The two styles will not be mixed
- Ammunition, not less than one and not more than three full reloads of the duty pistol will be carried by the armed guards
- Pouches for miscellaneous items must be approved by the Chief of Security or his designee
- Handcuffs and handcuff case
- Flashlight
- Optionally, the armed guards may wear soft body armor in a carrier authorized and approved by the Chief of Security or his designee.
- Notepad
- Ball point pen
- Specified and approved duty weapon that meets the requirements and policy of the Dallas County Marshals Service, as to make model and caliber
- Operable wrist or pocket watch
- Polished, round toe, military style black shoe.
- No Taser or similar device is authorized for the armed guards
- An OC/Pepper based defensive spray may be carried by the armed guard, provided that the device meets the approved requirements of the Dallas County Marshals Service. Only gel or foam based sprays will be considered.
- No armed guard will be equipped at any time with a fixed or collapsible baton. No baton of any type or manufacture is authorized.

Male Security Officer/Guard Appearance: At all times while on duty, males shall be well groomed, and conform to the personal grooming and hygiene standards and policies of the Dallas County Marshal's Services. Hair and facial hair must be neat and neatly trimmed. Hairstyle must be in tastefully manner and neatly combed or brushed (extremes hairstyle of any kind will not be

permitted) and meet the policies of Dallas County. The well fitted uniform must be clean, neat and pressed. Personal hygiene and neatness are of prime importance.

Female Security Officer/Guard Appearance: At all times while on duty, females shall have their hair neatly trimmed. At no time shall hair be worn in such a manner that it obscures vision. Hairstyle, make-up, and jewelry must conform to current Dallas County Marshals Service policy for personal appearance and hygiene. The well fitted uniform must be clean, neat and pressed. Personal hygiene and neatness are of prime importance.

Background Check and Drug Test: Contractor, at its own expense agree to provide a criminal history background check, including but not limited to fingerprint check, sex offender registration records check, employment history, and drug screening on any security employee proposed for assignment at the Contractor's expense and prior to hire. Dallas County will accept or reject any proposed security officer/guard without discussion of "suitability" due to confidentiality of records. The Contractor will provide Dallas County the date of birth, social security number, race, and sex of the proposed guard. Dallas County reserves the right to review the personnel file of any security officer/guard assigned for duty under this contract.

Any security officer/guard provided must have undergone a thorough criminal background check including, but not limited to, fingerprint check, criminal records check, sex offender registration records check, and drug screening at the vendor's expense and prior to hire. For further details, see Section 2.30.

2.30 BACKGROUND CHECK

2.30.1 Contractor acknowledges and agrees to perform background checks on all employees and personnel providing services to the County under this contract at no additional cost to the County (at Contractor expense). "Background check" means, including but not limited to, the research and verification of an individual's employment history, criminal history, identity, driving record history, current and past residences, and any discrepancies contained therein. The following items will be included in a background check, at a minimum:

- a) Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- b) E-Verify all employees and personnel providing services under this contract;
- c) Employment history (last ten (10) years);
- d) Social Security number verification;
- e) Assumed names and aliases search;
- f) State criminal records search for an unlimited period of time including court records search, Motor Vehicle Driving Records search, Department of Public Safety search, Department of Corrections search, Administrative Office of Court search, a County criminal records search for all counties of residence, and a Justice of the Peace criminal records search for all precincts of residence;
- g) Federal criminal records search for an unlimited period of time, including National Sex Offender Public Registry Search and National Criminal Records Database Search;

h) Current and prior address check; and

i) Employee photo picture

2.30.2 The background check must be performed and completed seven (7) days prior to each employee or personnel providing services to the County. A copy of the e-verify documentation and background check will be provided to the County and the County will be advised, if: 1) the background check identifies any criminal history, including but not limited to, any warrants, misdemeanor or felony convictions/indictments/arrest/pending charges, deferred adjudication or community supervision, dismissals, or outstanding traffic tickets (3 months or older); or 2) the background check identifies any discrepancy or inconsistency in the information provided, including with the Social Security number or name provided. Copies of all background check results shall be made available to the County.

2.30.3 Contractor shall furnish the County with a completed verification certificate, Dallas County Background Check Verification Certificate ("Certificate"), signed by the Contractor containing the employee/personnel's full legal name, full address, date the background check was performed, and date of hire by the Contractor. The Certificate should be sent to the Dallas County Contract Manager or designated representative via E-mail or in a sealed envelope marked Confidential." The certificate must state that a background check has been performed on the employee/personnel and that the findings are satisfactory. If not satisfactory, the Certificate must state any potential problems (e.g. information discrepancies or inconsistencies, gaps in background, criminal felony or misdemeanor convictions/indictments/arrests/pending charges, outstanding warrants or traffic tickets, wrong or invalid Social Security number, deferred adjudication, community supervision, etc.) discovered during the background check. Upon receipt of a Certificate identifying problems with the background check: 1) the County department requesting the personnel will assess the identified issues, pursuant to Dallas County policies and other laws and regulations; and 2) Dallas County Contract Manager will advise the Contractor whether the County department will permit the personnel/employee to perform the service.

2.30.4 County's Rights to Further Screen Personnel. In evaluating Contractor's all employees and personnel providing services under this contract suitability for placement, certain County departments/divisions may require additional background checks, including but not limited to, criminal record checks and fingerprinting. These additional background check requirements do not waive any responsibility or obligation of the Contractor under Section 2.30, et. seq.

a) Section 344.310 of the Texas Administrative Code requires criminal history searches to be conducted on all personnel who may have direct unsupervised contact with youth in juvenile justice facilities and programs prior to being granted access to juveniles, or facilities. Contractors including their employees or individuals who are not licensed by the Texas Department of State Health Services or other state agency must have a fingerprint-based criminal history search conducted from databases maintained by the State of Texas and the Federal Bureau of Investigations for each individual providing services under the Contractor's contract within two (2) years prior to the date of the most recent contract. Contractors including their employees providing services under this contract without a state professional license requirement must to submit fingerprint-based criminal history searches through the Texas Department of Public Safety's Fingerprint Applicant Services of Texas (FAST) system. Contractor is responsible for all cost associated with FAST fingerprint based check and criminal record check.

Provide sub-contractor list if needed to fill in extra duty positions.

- b) For positions with access (or potential access) to Criminal Justice Information (CJI) in accordance with the Federal Bureau of Investigation CJIS Security Policy 5.3, as amended, and the Texas Department of Public Safety's CJIS Policy; or (ii) as deemed necessary, at its sole discretion.
- c) The Contractor shall inform all employees and personnel providing services of this contract of the additional background check screening requirements. The additional background check (including fingerprinting) will be the responsibility of the Contractor.
- d) Provide current hourly pay rates for armed Level II and unarmed Level II security officers.
- e) Provide hourly pay rate for **any emergency situations** for armed Level III and Unarmed Level II security officers requested by county for extra duty.

2.30.5 Waiver - Contractor shall have the personnel execute any necessary consents, releases, and waivers:

- a) Twelve months from the date the employee or personnel first started providing services to the County, if the employee or personnel provided continuous services to the County; or
- b) To allow the County or a third party agency to collect and check the employee/personnel's background and qualifications, as permitted by applicable law, under Section 2.30.4; and
- c) To release to the County (and its employees) the employee/personnel's background history and/or criminal history.

2.30.6 Re-Verification - Contractor must have the background of any employee or personnel providing services to the County re-verified:

- a) Twelve months from the date the employee or personnel first started providing services to the County, if the employee or personnel provided continuous services to the County; or
- b) If there is a gap, of thirty (30) days or more, in the employee or personnel providing services to the County. Upon such re-verification, Contractor shall provide the County with another Certificate pursuant to the requirements in Section 2.6.

2.30.7 Warranties - Contractor represents and warrants;

- a) All employees/personnel who perform any services for the County have undergone the Contractor's background check and a Dallas County Background Check Verification Certificate has been provided to Dallas County Contract Manager;
- b) Contractor has a background check process/service which includes, at a minimum, the searches/information identified in Section 2.30;
- c) It will not assign or permit any individual to perform services for the County unless: i) the individual has passed the background check; or ii) it has notified Dallas County Contract Manager of potential problems and such problems have been resolved pursuant to the procedure set forth in Section 2.30.3; and

- d) It will ensure that personnel are in compliance with the background check requirements in Section 2.30 et. seq., throughout the Contractor term, and any extension thereto, including the duty to notify in Section 2.30.6.

2.31 Contractor selected laboratory certified by the Department of Health and Human Services or the National Institute for Drug and Alcohol Collection shall conduct testing. Testing procedures must comply with 49 CFR (Code of Federal Regulations), to perform all drug and alcohol testing.

Site Locations - Security personnel will be primarily assigned/positioned as at the following county facilities and at various shifts:

	LOCATION	CURRENT BILLABLE HOURS	CURRENT # OF EMPLOYEES AT SITE	# OF SCREENING POINTS
1	George L Allen, Sr. Court Building 600 Commerce St. Dallas, TX.	425 Hours weekly 5 Days per week Mon-Fri 7AM-5PM	Current #Type Of Officers at Location 7+1(supervisor)	5
2	Frank Crowley Criminal Courts Building 133 Riverwalk Blvd. Dallas, TX.	475 Hours weekly 5 Days per week Mon-Fri 7AM-5PM	8+1(supervisor)	4
3	Henry Wade Juvenile Justice Center 2555 Lone Star Dr. Dallas, TX.	360 Hours weekly 5 Days per week Mon-Fri 7AM-5PM	4 armed Weekday hours 7am-5pm Based on staggered shifts Weekend hours 12 pm-9pm.	1
Note: Persons assigned to the aforementioned locations work staggered shifts & holidays based on straight billing				
4	Cleophas R. Steele, Jr. Courthouse	160 Hours weekly 5 Days per week Mon-Fri 7AM-5PM	1 armed 7am-5pm 7a.m.-5:00 p.m.	1
5	CSCD/Adult Probation-Six field offices (1 armed guard at each office) East Office- 8425 Forney Road Garland Office- 1137 S. Jupiter Road Sex Offender Office- 1111 S. Jupiter Road North Office- 2627 Zelrich Lane South Office- 2726 Coombs Creek West Office- 2121 French Settlement	400 Hours Monthly 5 Days per Week Mon- Thur 7AM-6PM Fri 8AM-5PM	1 armed Mon-Thursday 7am-6pm Friday 8 a.m.-5:00 p.m.	
Approximately 1820 Hours weekly				

County Holidays

Dallas County recognizes ten (10) holidays per year. The 2022 county holidays are as follows:

<u>Holiday</u>	<u>Day</u>	<u>Date</u>
New Year's Day (observed)	Monday	Jan 3rd
MLK Birthday (observed)	Monday	Jan 17th
Memorial Day (observed)	Monday	May 30th
Independence Day (holiday)	Monday	July 4th
Labor Day	Monday	Sep 5th
Thanksgiving Holiday	Thursday & Friday	Nov 24 th & 25 th
Christmas Holiday	Fri & Mon	Dec 23 rd & 26 th

Holidays actually observed day of the week changes from year to calendar year. It is the contractor's responsibility to verify the actual days of the weeks that holidays are observed year to year. This information can be located on Dallas County's website, under Departments, then under Human Resources and finally opening County Holidays on the menu on the left side of the open page.

Hours of Operation

Screening Security Officers/Guards

Uniformed security screening officers/guards will have their posts/stations occupied and operational 10 minutes before opening from the hours of 7:00 a.m. - 5:00 p.m. (10 hrs. day) Monday - Friday, excluding County holidays or closure due to inclement weather. **Note: 1/2 hour to be deducted for meals, however, contractor responsible for insuring coverage during meals & breaks. Dallas County reserves the right to adjust (increase/decrease) work hours and/or staff as needed and deemed in the best interest of the County.**

Contractor is responsible for ensuring that continuous security personnel (meeting the minimum requirements set forth in this proposal) are provided during the hours/days of county operation (i.e.: employee lunches, breaks, sick leave, vacation, etc.) The contractor will designate an on-site person at each of the aforementioned five facilities to oversee any/all employee scheduling, potential problems/replacements, etc.

Dallas County reserves the right to dismiss any company security personnel assigned to a county facility that has been determined unqualified (training and/or license). Dallas County will NOT pay, regardless of hours worked, for non-qualified personnel assigned under this contract.

Should a company security officer be dismissed in accordance with the requirements contained within this solicitation, the Security Company will have a maximum of two (2) hours to replace and adequately man the respective post for the individual dismissed by the County.

The Contractor is responsible for ensuring adequate staffing/scheduling of contract security personnel to insure that no overtime rates are incurred. Dallas County will not pay overtime rates (excess of 40 hours/week/officer) for standard security operations.

In the event that Dallas County experiences emergency situations, Dallas County reserves the right to request additional hours. In the event authorization is granted for overtime rates, Dallas County will pay a maximum of time and half (1.5/hr.) per officer.

Dallas County Contract Representative:

This contract will be managed by the County Chief of Security or designee and the awarded contractor will work under his direction. The County Chief of Security or designee is:

Chief Robert De Los Santos

Telephone: 214-653-7975

Email: Robert.De.Los.Santos@DallasCounty.org

The County Chief of Security or his/her designated representative will be responsible for coordinating all aspects of service relating to this contract once the proposal is formally approved and awarded by the Dallas County Commissioners Court. Contractor will work under the direction of the County Chief of Security or the designated County representative throughout the duration of the contract.

The County Chief of Security or designee responsibilities include, but are not limited to:

- Monitor the Contractor's progress and performance and as ensure services conform to established specification requirements.
- Answer all questions that may arise as to the quality and acceptability of any work or services performed under this contract in accordance to the specification set forth in the proposal requirements. If, in the opinion of the County Chief of Security or his/her designated representative, the performance becomes unsatisfactory, the County shall notify the contractor of such and the contractor shall make acceptable such performance at no additional cost to the County.
- Approve and authorize payments for goods and completed services.
- Meet with the Contractor as needed to review progress, problems, and consider necessary action.
- Identify any breach of contract by assessing the difference between contract performance and nonperformance and notify Purchasing staff of deficiencies.

IV. Costs of Services

See Attachment "A" Cost Sheet

Note: Rates shall be based on approximately seven (7) professional, licensed/trained, uniformed and Commissioned Armed Security Officers/Guards personnel in accordance with the terms, conditions and instructions provided in this document.

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

V. Opening of Proposals

All proposals shall be in the office of the Procurement Department no later than the proposal due date and time shown in Section XVIII- Late and Withdrawn Proposals.

Proposals will be opened by the County at 2:30 p.m. the same day as the due date. Proposer names will be publicly read aloud. It is the responsibility of the proposer to clearly mark and identify all portions of the proposal, which, in the proposer's opinion, contain trade secrets, confidential information and other proprietary information. All proposals are subject to the Texas Open Records Act process.

VI. Pre-Proposal Conference

The County will hold one pre-proposal conference as detailed in this document. Attendance at the pre-proposal conference is encouraged but is not mandatory. The purpose of this conference is to facilitate responses to all Proposer's questions concerning the content of this RFP document. As a result, initial questions are to be submitted, in writing, to <http://www.dallascounty.org/departments/purchasing/currentbids.html>. Staff will attempt to answer these questions during the pre-proposal conference.

(INSERT TEAMS MEETING)

VII. Additional Questions and Answers During and/or After the Pre-Proposal Conference

Firms will be required to any submit additional questions presented at the pre-proposal and/or after the conference. All additional questions must be received by **TBD 2021** at 12:00 pm (CST) through BidSync.

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

VIII. Evaluation Criteria

Award shall be made to the responsible proposer(s) whose proposal(s) are determined to be the best evaluated offer resulting from negotiations and taking into consideration all aspects of proposal evaluation criteria and submission items. Submission of a proposal implies vendor acceptance of the evaluation criteria and vendor recognition that subjective judgments must be made by the Evaluation Committee:

Evaluation Criteria	Points
A. Cost of Services (Sealed in a separate envelope)	35
B. Experience and Qualifications	25
C. Key personnel/Team Experience, Education, Licenses, Certifications and Training	25
D. SBE (Small Business Enterprise)	15
<u>Total</u>	100%

IX. Proposal Format

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

1. Letter of Transmittal

The letter of transmittal (Attachment XX) must include the following: clearly identify the submitting organization; identify the name and title of the person authorized by the organization to contractually obligate the organization; identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization; identify the names, titles and telephone numbers of persons to be contacted for clarification; identify the tax identification number; explicitly indicate acceptance of all the General Conditions and Requirements conditions stated in Section VI of this solicitation; and be signed by the person authorized to contractually obligate the organization.

2. Proposed Team

Responding firms shall provide current resumes for each principal, and each of the other staff members that the firm intends to include on its team. Resumes should address educational background, work experience, and professional affiliations.

If the lead management role will be assumed by someone other than a responding firm's principal, identify the individual on the entity's behalf who will be responsible for the day-to-day management of the advisory team and implementation of the overall program of work. Responding firm shall identify all other firms and organizations it intends to include as strategic partners.

Clearly identify the current license status of each individual listed in the proposed team (license number, license type, license status, expiration date).

3. Experience

Keeping in mind the need to evidence the Minimum Qualification requirements the vendor shall include a list and brief description of similar projects that the respondent and/or team member(s) successfully provided. Each example should be described in an executive summary format limited to three (3) pages each and should include the following:

- Overview of the project scope (services provided and volume)
- Customer name and location
- Service date
- Overall Project Value
-

Service not available

The above section titled "III Scope of Services" outlines areas of service which the County is seeking in regards to this RFP. Included in your response please list any item number of sub-number that your firm can not provide. Please include an explanation of why the service cannot be provided and whether there are alternative methods you propose.

4. References / Legal Disclosure

Respondents will provide client references for projects that were presented in the experience section of this RFP. Information should include primary contact telephone number and email address. Responding firms that do not provide reference information will not be considered for award.

Please provide details of any legal action open or closed within the last 10 years that your firm has been a part of that pertain the services related to this RFP

5. Cost/Fee Proposal

Responding firms shall provide a proposed cost of services and all fees as requested in the attachment to this RFP. If the County has failed to solicit pricing which is a common industry charge please add that itemized pricing to the price list.

6. Sample Contract

Respondents may provide a copy of your firm's standard services contract. Dallas County reserves the right to negotiate from the standard services contract or to present a contract for services developed by the Dallas County District Attorney's Office, Civil Division.

X. Delivery of Proposals

Proposals shall be submitted electronically through the Dallas County procurement platform, BidSync, <http://www.dallascounty.org/departments/purchasing/currentbids.php>. Vendors may register using the following link https://prod.bidsync.com/dallas_county_texas. In the event a proposer elects to submit their proposal in hard copy, please duplicate the following label and affix to the outside of your sealed submittal envelope/package or cut along the outer border and affix this label to the outside of submittal envelope/package to identify it as a "Sealed Bid/Proposal." Be sure to include the name of the company submitting the response where requested. The proposal firm shall submit one original, seven (7) copies and one (1) electronic version.

SEALED PROPOSAL • DO NOT OPEN

Title: **Armed and Unarmed Security Guard Services**

Solicitation/RFP No.: 2021-XXX-XXXX

Due Date and Time: TBD, 2021 @ 2:00 P.M. (CST)

Submitted By:

Company Name: _____

Contact Name: _____

Telephone Number: _____

(BUYER)

(PHONE NUMBER)

Dallas County Purchasing Department
Founders Square
900 Jackson Street, 6th Floor, Suite 680
Dallas, Texas 75202

XI. Notice to All Respondents

All questions, comments and requests for clarification must reference the RFP 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.

All addendums and/or any other correspondence (general information, question and responses) to this RFP will be made available exclusively through the Dallas County website for retrieval. Vendors are solely responsible for frequently checking this website for updates to this RFP. Addendums to this RFP can be located at the following web address: <http://www.dallascounty.org/departments/purchasing/currentbids.html> (go to the appropriate solicitation number, click on the appropriate hyperlink for viewing and/or downloading.)

During the proposal process, firms shall not contact County staff. Additionally, 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 outside the County offices with County employees, including elected officials. Such contact may result in the vendor being disqualified.

XII. Review of Proposals

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

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

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

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

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

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

Committee to representative proposer's client sites may be conducted where the proposed solution can be demonstrated in a production environment.

XIII. Proposal Pricing

Proposed pricing shall be firm for the entire contract, unless written notification is provided by vendor and approved by Dallas County, but in no case will any increase shall exceed three percent annually.

Costs not included or calculated in the applicable unit prices as-proposed will not be paid by the County, regardless of the intentions of the proposer-when the proposal was submitted and regardless that those costs were actually incurred.

XIV. Commencement Date

This will be a **(INSERT NUMBER OF YEARS)** term contract commencing upon award from Commissioners Court. Upon expiration of the Contract, the Contractor agrees to hold over under the terms and conditions of this contract for such a period of time as is reasonably necessary to re-solicit (not to exceed 120 calendar days unless mutually agreed on in writing).

This is a fixed unit price contract for a twelve (12) month period beginning the date of award, if thereafter. Any request for reasonable price adjustments/increases will not be considered until the first twelve months of the contract award date. All price adjustments and must be submitted in writing in to the Dallas County Purchasing Department at 900 Jackson Street, Suite 680, Dallas, Texas 75202.

Price Adjustments/Increases: Requests for adjustment in cost of labor and/or materials must be supported by appropriate written documentation by the manufacturer's published price lists or similar documentary evidence. The reasonableness of the request will be determined by comparing the request with the (Producer Price Index) or by performing a market survey. If Dallas County agrees and approves to the adjusted price terms, Dallas County shall issue written approval of the change and will become effective thirty (30) calendar days after written notification is given to the Dallas County Purchasing Department at 900 Jackson Street, Suite 680, Dallas, Texas 75202. Price adjustments/increases shall be presented as a percentage of increase/decrease, which will be used to adjust vendor pricing accordingly to the County. The price increase shall not exceed 5 percent and shall be limited to the actual increase incurred by the awarded vendor(s) whichever is the least amount of increase. Price adjustments/increases are not retroactive they are effective thirty (30) calendar days after written notification is given to the Dallas County Purchasing Department.

XV. Insurance

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

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

Contractor at its own expense, consistent with its status as an independent contractor will carry, purchase and maintain 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 deductible or self- insured retention. Such deductible 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. 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 \$1,000,000.00:

Employers Liability - Each Accident \$1,000,000.00
Employers Liability - Each Employee \$1,000,000.00
Employers Liability - Policy Limit \$1,000,000.00

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

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

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.

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 One

Million (\$1,000,000.00) Combined Single Limit of Liability for Bodily Injury and Property Damage. Such insurance is to include coverage for loading and unloading hazards.

- 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.

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).

XVI. Discussion with Reasonably Qualified Proposals

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

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

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

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

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

XVII. Rejection or Acceptance of Proposals

This RFP does not commit the County to award any Contract. The County reserves the right to reject any or all proposals, to waive technicalities or irregularities, and to accept any proposal 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 RFP.

The County will require the recommended proposer to sign the necessary Contract documents prepared by the County Attorney's Office.

XVIII. Late and Withdrawn Proposals

Proposals shall be submitted electronically through the Dallas County procurement platform, BidSync, <http://www.dallascounty.org/departments/purchasing/currentbids.php>. Vendors may register using the following link https://prod.bidsync.com/dallas_county_texas. In the event a proposer elects to submit their proposal in hard copy, please duplicate the label above and affix to the outside of your sealed submittal envelope/package or cut along the outer border and affix this label to the outside of submittal envelope/package to identify it as a "Sealed Bid/Proposal." Be sure to include the name of the company submitting the response where requested. The proposal firm shall submit one original, (INSERT NUMBER) copies and one (1) electronic version.

Dallas County Purchasing Department will not accept submittals after the due date and time.

Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response. County cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Proposals will be opened by the County to avoid disclosure of contents to competing proposers and kept secret and confidential during the solicitation process and prior to award. Proposers who include information in a proposal that is legally protected as trade secret or confidential shall clearly indicate the information which constitutes a trade secret or confidential information by marking that part of the proposal "trade secret" or "confidential" at the appropriate place. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a proposal, the Proposer 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, for the County Attorney to present the matter to the Attorney General of Texas for final determination.

XIX. Disqualification of Proposers

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

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

XX. Permits Required By Law

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

XXI. Records and Audit

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

XXII. Assignment of Contract

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

XXIII. Default by Proposer

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

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

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

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

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

XXIV. Termination

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

XXV. Miscellaneous

After executing the Contract, no consideration will be given to any claim of misunderstanding.

Proposers shall submit with the Proposal, the required Proposer's qualification statement with supporting information as stated herein along with all other supporting documentation requested.

Proposers shall thoroughly familiarize themselves with the provisions of the Scope of Work and the Facilities.

The County reserves the right to reject all Proposals and to waive any minor irregularities.

A Proposal may be disqualified if the corporation or individual Proposer is in arrears or in default to the County for delinquent taxes or assessments or on any debt or Contract, whether as defaulter or bondsman; or who has defaulted upon any obligation to the County by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, Proposers may be disqualified for poor prior performance on similar Contracts with other entities.

The Contract with the Proposer will be drawn by the County and may contain such other provisions as are deemed necessary to protect the interests of the County.

The Proposer agrees to abide by the rules and regulations as prescribed herein. The Proposer will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.

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.

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.

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

XXVI. Conflict of Interest

An outside consultant or contractor is prohibited from submitting a proposal for services on a Dallas County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by reports to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Dallas County. Potential respondents are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Dallas County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contractor exceeds \$100,000.00, contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

XXVII. Indemnity

CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, DALLAS COUNTY, ELECTED OFFICIALS, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (HEREINAFTER REFERRED TO AS COUNTY, INDEMNITIES OR OWNER, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT OR CONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, DALLAS COUNTY, ELECTED OFFICIALS, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF OWNER AND CONTRACTOR THAT IN SUCH EVENT THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSUMPTION OF LIABILITIES AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT SHALL INDEFINITELY SURVIVE ANY EXPIRATION, COMPLETION OR TERMINATION OF THIS AGREEMENT. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

APPROVAL AND ACCEPTANCE OF CONTRACTOR'S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; 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. CONTRACTOR SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS.

NO INDEMNIFICATION BY COUNTY: CONTRACTOR ACKNOWLEDGES AND AGREES THAT DALLAS COUNTY DOES NOT HAVE THE ABILITY UNDER ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION TO INDEMNIFY CONTRACTOR OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THE CONTRACT.

XXVIII. Selection Process

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

XXIX. Development Costs

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

XXX. Contract Award

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

XXXI. Certificate of Interested Parties (Form 1295)

All proposers recommended by County staff for a contract pursuant to this RFP will be required to comply with Section 2252.908 of the Texas Government Code. Each vendor shall complete Form 1295-Certificate of Interested Parties- for every contract for which they're recommended. Vendor will complete the form electronically at the Texas Ethics Commission website,

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

XXXII. General Provisions

- A. Ambiguity, Conflict or Other Error in the RFP. If the Proposal Firm discovers any ambiguity, conflict, discrepancy, omission or other error, in the RFP, it shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing an addendum. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the modification.

If the Proposal Firm fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to it, or that reasonably should have been known, the Firm shall not be entitled to additional compensation or time by reason of the error/ambiguity or the late resolution of it.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an addendum to all parties who have received the RFP. All addenda will be numbered consecutively beginning with number one.

- B. Duration of Solicitation. All Proposals will be valid from the submission date until termination of the Contract, including any extension thereof, and shall constitute a continuing irrevocable offer to Dallas

County for that period. Proposer certifies and warrants that the information contained in any response to this Solicitation is true and correct when made and shall continue to be true and correct during the above time period or until such time as Proposer shall notify County in writing of any change in circumstance which may or could affect the determination of the qualifications of the Proposer, specifically including, but not limited to those items required to be furnished herein.

- C. Material Change Affecting Qualifications. Each Proposer shall notify County in writing immediately upon any occurrence that could or may affect the qualifications of the Proposer, specifically including, but not limited to, the filing of a petition in Bankruptcy, assignment for the benefit of creditors, merger or sale of the Proposer, loss of computer hardware, software or firmware utilized, equipment or supplies utilized, or loss of or material change in personnel assigned or key personnel, detailing the occurrence. In the event that such occurrence shall, in the sole determination of County, change or modify the qualifications of that Proposer, County may remove the Proposer from the list of qualified proposers.
- D. Notification of Most Current Address. The Proposal Firm in receipt of this RFP shall notify the County Purchasing Department, (214) 653-6500, of any address changes, contact-person changes and/or telephone number addition/changes no later than 48 hours prior to the date and time fixed for submission of proposals.
- E. Proposal Preparation Cost. The costs for developing proposals are entirely the responsibility of the Proposal Firm and shall not be charged to the County of Dallas.
- F. Signature of Proposal. A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposal Firm contractually.
 - 1. If the Proposal Firm is a corporation, the legal name of the corporation shall be provided with the signature of the officer or officers authorized to sign on behalf of the corporation and corporate resolution authorizing such signature.
 - 2. If the Proposal Firm is a partnership, the true name of the Firm shall be provided with the name of all partners and the signature of the partner or partners authorized to sign. If the Proposal Firm is an individual that individual shall sign.
 - 3. If a signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or an equivalent document must be submitted to the County prior to the submission of the proposal or with the proposal.
- G. Economy of Presentation. Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.
- H. Proposal Obligation. The contents of the proposal and any clarification of it submitted by the selected Firm may become part of the contractual obligation and incorporated by reference into the ensuing contract.
- I. Implied Requirements. Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Proposal Firm, shall be included in the proposal.
- J. Withdrawal of Proposal. The Proposal Firm may withdraw their proposal by submitting a written request for its withdrawal over the signature of an authorized individual (as described in the above paragraph G, (Signature of Proposer), to the Purchasing Agent any time prior to the submission deadline. The Proposal

Firm may thereafter, prior to the deadline, submit a new proposal. Modifications offered in any manner, oral, or written, will not be considered if submitted after the deadline.

- K. Ownership of Proposal. All proposals become the property of Dallas County and will not be returned to the Proposal Firm.
- L. Term of Contract. It is intended that this contract will be awarded for an initial three year term with two one-year renewal options. If sixty (60) days prior to the expiration of the initial or first extended term the proposer and Commissioners Court by formal court order mutually agree in writing to the extension, this agreement will be extended for one additional year.
- M. Contractual Development. Upon completion of negotiations with the highest rated Firm for this request, Dallas County will enter into an agreement with the highest rated firm with whom a fair and reasonable fees can be negotiated, as may be determined by Dallas County at its sole discretion.
- N. Non-Performance. Non-performance of the broker in terms of specification or non-compliance with terms of the Contract shall be basis for termination of the Contract by the County. Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under the Contract, by giving thirty (30) days written notice to the broker with the understanding that all work being performed under the Contract shall cease upon the date specified in such notice. Obligation of the County to pay for work, professional services, professional opinion, equipment, services or supplies is conditioned upon strict compliance of each, every and all terms and conditions of the RFP, including but not limited to the Contract. County will not pay for work, professional services, professional opinion, equipment, services or supplies rendered or furnished which are not in strict compliance with the terms of the RFP, including but not limited to the Contract and all other exhibits attached thereto and broker response to the RFP. Broker may be given a reasonable opportunity prior to termination to correct any deficiency. This, however, shall in no way be construed as negating the basis for termination for non-performance.
- O. Collusion. The selected Firm will be required to provide an affidavit that he/she has not conspired with other potential Firms in any manner to attempt to control competitive solicitation for these services. This paragraph does not, however, preclude two or more Firms from presenting a combined or joint RFP.
- P. No Guarantee of Work. Work Orders will be issued at the sole discretion of the County. There may be no Work Orders issued under this or any subsequent Contract. There is no limit on the number of Work Orders that may be issued. There is no guarantee of the issuance of any Work Order(s) or any amount of work under this contract.
- Q. Twelve-Month Waiting Period for Employment of Certain Former County Employees. In accordance with the County's Transparency Policy, any firm awarded a contract for the procurement of goods or services shall be prohibited from hiring any individual who has previously worked for the County and in that capacity either evaluated, recommended, approved, monitored, or managed a contract involving that firm no sooner than twelve months after that individual has ceased to work for or be employed by the County. Failure to adhere to such a contractual requirement may result in the termination of the contract with the County.
- S. Voluntary Moratorium on Campaign Contributions During RFP/RFQ Process. Parties interested in responding to a County request for proposal (RFP) or a request for qualifications (RFQ) shall be encouraged to sign a statement (see attached) indicating that they will be willing to temporarily refrain from making any donation to any Dallas County elected official or candidate for office whose office (or potential office) has any involvement in the selection process for the associated contract during the pendency of the RFP/RFQ through thirty days after the contract is awarded.

XXXIII. Small Business Enterprise (SBE) Program

1. Definitions:

- 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.
- 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.
- 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.
- The term “**Contract Administration**” shall mean the County Purchasing Department and/or its designee.
- The “**Contract Administration Supervisor**” shall mean the Purchasing Director and/or his or her designee.
- **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.
- **Good Faith Effort Plan.** The plan submitted with a Submittal detailing the Respondent’s efforts to achieve the set aspirational goal or documenting the Good Faith Efforts to meet the goals for all elements the Solicitation. A Good Faith Effort Plan must be submitted with a Submittal for any Dallas County project for which goals have been established.
- **Metropolitan Statistical Area (MSA).** The Dallas County MSA includes the following counties: Dallas, Tarrant, Denton and Collin.
- **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:
 - a. Ensure nondiscrimination in the award and administration of Dallas County contracts;
 - b. Create a level playing-field on which small businesses can compete fairly for Dallas County contracts; and
 - c. 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. **SBE Goals, Good Faith Efforts and Eligibility:** The Director of Small Business Enterprise and the Contract Administration Supervisor set the annual SBE participation contracting/subcontracting aspirational SBE goals for each contract. The contracting/subcontracting goals for this contract will be based on meeting or exceeding the minimum aspirational SBE goal of 40%, unless good cause exists for failing to meet the goal. The SBE aspirational goal is based on the total dollar amount of the contract.

To be eligible for points, firms (contractors and/or subcontractors):

- 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;
- 51% or more owned and controlled
- Firm must be organized as for profit business
- 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. 121.2; and
- All eligible firms must also perform a commercially-useful function on the project and have a local presence in Dallas County Metropolitan Statistical Area (MSA) in order to be counted for SBE points. The MSA includes the following counties: Dallas, Tarrant, Denton and Collin.

3. **SBE Scoring:** The maximum number of points to be earned is 15 points. Self-performance and subcontracting may be used to achieve the aspirational goals and earn points.
- a. Certified SBE Prime Contractor: **5 points**
 - b. Subcontracting to a Certified SBE Firm: **Up to 10 Points**
 - SBE Participation Percentage between 1% and 9.99% = **2 points**
 - SBE Participation Percentage between 10% and 19.99% = **4 points**
 - SBE Participation Percentage between 20% and 29.99% = **6 points**
 - SBE Participation Percentage between 30% and 39.99% = **8 points**
 - SBE Participation Percentage meeting or exceeding 40.00% = **10 Points**

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

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

Dallas County's Good Faith Effort Plan (GFEP) will be used for scoring purposes based upon SBE and other eligible certified firm's participation. However, all subcontractors and/or supplier, whether certified or not, must be listed in the GFEP. The information provided in the GFEP Form will be utilized in the development of the final contract/agreement. This form is required and considered part of the response to the RFP. **Should the Good Faith Effort Plan or any of the specified documents listed below be incomplete, not signed, and/or not submitted, the proposal/bid may be deemed non-responsive.**

4. Each Contractor must include with its proposal/bid, the following documents:
 - Completed and signed **Good Faith Effort Plan**, executed by an authorized representative; and
 - Completed and signed **Small Business Utilization Affidavit**, executed by an authorized representative; and
 - A signed and executed **Subcontractor Intent Form**, executed by an authorized representative (prime and subcontractor).

Note: All forms must be complete in their entirety and submitted as part of a Respondent's Proposal.

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

5. **SBE Reporting:** The Contractor and its subcontractors are required to electronically submit subcontractor payment information using the County's Compliance Reporting System (CRS), accessed through a link on the Dallas County SBE webpage. The Contractor and all subcontractors will be provided a unique log-in credential and password to access Compliance Reporting System. Training on the use of the system will be provided by Dallas County's Office for Small Business Enterprise. After the prime receives payment from the County, electronic submittals will require data entry of the amount paid to each subcontractor listed on the Contractor's Good Faith Effort Plan.
6. **Contracting:** If awarded the contract, the Contractor agrees to be bound by the policies and guidelines set forth in the County's SBE Policy, which may be incorporated into the contract. If a conflict exists between the SBE section of the solicitation and the County SBE Policy, the language in the solicitation governs.

**MANDATORY SBE
ATTACHMENTS FOR
IFB SOLICITATIONS**

DRAFT



**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 _____ TOTAL BID AMOUNT: \$ _____

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

YES _____ NO _____ Name of staff member: _____

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

YES _____ NO _____ Date of Listing: _____

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

YES _____ NO _____

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

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



DALLAS COUNTY
GOOD FAITH EFFORT PLAN

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: _____ 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: _____ 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: \$ _____

SBE Sub Participation Amount: \$ _____

_____ %

____ NCTRCA
____ DFWMSDC
____ 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)

Title (Prime Contractor)

Printed Name (SBE Sub-contractor)

Title (SBE Sub-contractor)

Date

Date

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

	Prime	Sub
Greater Dallas Asian American Chamber of Commerce	_____	_____
Greater Dallas Black Chamber of Commerce	_____	_____
Greater Dallas Hispanic Chamber of Commerce	_____	_____
U.S. Pan Asian American Chamber of Commerce	_____	_____
Asian Contractors Association	_____	_____
Regional Black Contractors Association	_____	_____
Regional Hispanic Contractors Association	_____	_____



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

XXXIV. Documents to Submitted with Proposal or Upon Request

1. Small Business Enterprise Forms (Submitted with Proposal)
2. Certificate of Interested Parties Form 1295 (Upon Request)
3. Texas Government Code Chapter 2252 Certification Form (Submitted with Proposal, must be notarized)
4. Texas Government Code Chapter 2270 Certification Form (Submitted with Proposal, must be notarized)
5. EEO1 (Upon Request)
6. Certification Regarding Debarment, Suspension and Ineligibility (Submitted with Proposal)
7. Conflict of Interest Questionnaire (Submitted with Proposal)
8. Insurance Requirement Affidavit (Submitted with Proposal)
9. Title VI Assurances/Compliance (Submitted with Proposal)
10. Voluntary Moratorium on Campaign Contributions (Submitted with Proposal)
11. Waiver of Workers' Compensation Insurance Affidavit (Submitted with Proposal)
12. Identification Number and Certification form W-9 (Submitted with Proposal)
13. Any other County documents as required (Upon Request)

Certificate of Interested Parties Form 1295 (Upon Request)

This is a **sample** Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. Contractor must use the Texas Ethics Commission electronic filing web page (at <https://www.ethics.state.tx.us/file>) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and Dallas County. The County will request this form prior to Commissioners Court award. Do not submit with proposal.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY <div style="text-align: center; font-size: 2em; transform: rotate(-45deg); opacity: 0.5;"> Must file online at www.ethics.state.tx.us/File </div>																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																																									
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																									
4	<table border="1"> <thead> <tr> <th rowspan="2">Name of Interested Party</th> <th rowspan="2">City, State, Country (place of business)</th> <th colspan="2">Nature of Interest (check applicable)</th> </tr> <tr> <th>Controlling</th> <th>Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																	This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm	
Name of Interested Party	City, State, Country (place of business)			Nature of Interest (check applicable)																																					
		Controlling	Intermediary																																						
5 Check only if there is NO Interested Party. <input type="checkbox"/>																																									
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: center;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

Texas Government Code Chapter 2252 Certification Form (Submitted with Proposal)



TEXAS GOVERNMENT CODE CHAPTER 2252 CERTIFICATION FORM

I, _____ (Person name), the undersigned representative of (Company or Business name) _____ (hereafter referred to as "company") **being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2252:**

- 1. IS NOT listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, 807.051 or Section 2253.153; and**
- 2. Will not be listed during the term of the contract between company and Dallas County, Texas.**

Pursuant to Section 2252..152 and 2252.153, Texas Government Code:

Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or [2252.153](#).

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Signature

Printed Name

Title

Date

AFFIX NOTARY STAMP / SEAL ABOVE

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

Signature of authorized agent of contracting business entity
Sworn to and subscribed before me, by the said_____, this the____day of _____, 20_____, to certify which, witness my hand and seal of office.

Texas Government Code Chapter 2252 Certification Form (Submitted with Proposal)



TEXAS GOVERNMENT CODE CHAPTER 2270 CERTIFICATION FORM

I, _____ (Person name), the undersigned representative of (Company or Business name) _____ (hereafter referred to as "company") **being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract between company and Dallas County, Texas

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Signature

Printed Name

Title

Date

AFFIX NOTARY STAMP / SEAL ABOVE

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

Signature of authorized agent of contracting business entity
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

EEO1 Form (Upon Request)

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

NAME OF FIRM:																
5. Section D- Employment Data																
Employment at this establishment- Report all permanent full and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.																
Number of Employees (Report employees in only on category)																
Race/Ethnicity																
Not-Hispanic or Latino																
Job Categories		Hispanic or Latino		Male						Female						TOTAL COL. A-N
		Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	
		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Executive/Senior Level officials and Managers		1.1														
First/Mid-Level Officials and Managers		1.2														
Professionals		2														
Technicians		3														
Sales Workers		4														
Administrative Support Workers		5														
Craft Workers		6														
Operatives		7														
Laborers and Helpers		8														
Services Workers		9														
TOTAL		10														
PREVIOUS YEAR TOTAL		11														
1. Date(s) of payroll period used: _____ (Omit on the Consolidation Report.)																
Section E-ESTABLISHMENT INFORMATION (Omit on the Consolidated Report). What is the major activity of this establishment? (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)																
Section F- REMARKS- Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information																
Check One		1	<input type="checkbox"/> All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)													
		2	<input type="checkbox"/> This report is accurate and was prepared in accordance with the instructions.													
Name of Certifying Official						Title				Signature				Date		
Name of person to contact regarding this report						Title				Address (Number and Street)						
City and State				Zip Code		Telephone No. (including area code and extension)						Email address				
All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S CODE, TITLE 18, SECTION 1001																

Description of Race and Ethnic Identification and Job Categories are found @ <http://www.eeoc.gov/employers/eeo1survey/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

Certification Regarding Debarment, Suspension and Ineligibility (Submitted with Proposal)

Federal Executive Order 12549 requires Dallas County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

(a) In accordance with the provisions of 48 CFR (Code of Federal Regulations), Part 9, the offeror certifies to the best of the offeror's knowledge and belief, that it and its principals:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency;

(2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in (a)(2) above; and

(4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.

(c) For any subcontract at any tier expected to equal or exceed \$25,000:

(1) In accordance with the provisions of 48 CFR, Part 9, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.

(3) This certification (specified in paragraphs (c)(1) and (c) (2), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to Dallas County upon request.

I, the undersigned officer or agent for the contractor named below, certify that neither this organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency

Name of Organization

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

Telephone Number

Date

ATTACHEMENT A – Costs of Services

Attachment "A" Cost Sheet for RFP 2021-XXX- XXXX Armed and Unarmed Security Guard Services	Estimated Billable Hours Year One	Unit Price per Hour	Extended Price Year One	Estimated Billable Hours Year Two	Unit Price per Hour	Extended Price Year Two	Estimated Billable Hours Year Three	Unit Price per Hour	Extended Price Year Three	Estimated Billable Hours Year Four	Unit Price per Hour	Extended Price Year Four	Estimated Billable Hours Year Five	Unit Price per Hour	Extended Price Year Five	Extended Five-year Total
A) Non-Commissioned Unarmed Security Officer/Guard	66,560		\$0.00	66,560		\$0.00	66,560		\$0.00	66,560		\$0.00	66,560		\$0.00	\$0.00
Note: Estimated billable hours are calculated based on approximately thirty-two (32) professional, licensed/trained uniformed Non-commissioned Unarmed Security Officers/Guards personnel working 40 hours per week, 52 weeks annually.																
B) Commissioned Armed Security Officer/Guard	14,560		\$0.00	14,560		\$0.00	14,560		\$0.00	14,560		\$0.00	14,560		\$0.00	\$0.00
Note: Rates shall be based on approximately seven (7) professional, licensed/trained, uniformed and Commissioned Armed Security Officers/Guards personnel working 40 hour per week, 52 weeks annually.																
															Five-Year Total	\$0.00