



Dallas County



**REQUEST FOR PROPOSAL FOR
Kitchen Concessions Services for Dallas County Courts and Records Building
Solicitation Number: 2022-043-6958**

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I. Introduction

Dallas County is seeking to enter into a five-year concessions contract with experienced and qualified concessionaire(s). The contract shall be a non-exclusive concessions contract to operate, maintain, and manage food concessions services for various Dallas County building cafeterias. The objective of this Request for Proposals (RFP) if to contract is to provide breakfast, lunch, snacks, and other food and drink to Dallas County employees, jurors, customers, and visitors.

The County by way of the RFP is accepting proposals from qualified concessionaires to provide food services in the following Dallas County buildings:

- George L. Allen Sr. Courts - 600 Commerce St., Dallas 75202
- Frank Crowley Courts - 133 N. Riverfront Blvd. Dallas, 75207
- Records Building-509 Main Street. Dallas, 75202
- Henry Wade Juvenile Justice Center -2600 Lone Star Dr. Dallas, 75212

Proposers shall base their proposals based on the WELL Building Standards. WELL requires the availability of fresh, wholesome foods, limits unhealthy ingredients and encourages better eating habits and food culture. Nourishment plays a key role in health maintenance and the following mandatory criteria for WELL compliance and/or certification will be implemented into the project. Menus shall offer healthy food and beverage choices. Cafeterias must be full service and offer a moderate menu of food options that is made in-house, such as hot entrees, grill items, salad bars, bakery items, deli stations, whole grain rich options, etc. As part of concessionaires services, the concessionaire shall offer catering services to the building in which they reside. The County may consider offering catering services to other nearby County building for meetings and/or events.

Each building has a cafeteria with a full kitchen equipped with, but not limited to, basic modern commercial grade hardware for cooking, cooling and freezing, heating, baking, frying, mixing, and washing. Cafeteria also have food preparation areas, cold and hot food serving lines, beverage dispensing area, and seating areas.

The Request for Proposal (RFP) provides the opportunity for all qualified and experienced concessionaires to submit a proposal. The overall goal of Dallas County with respect to this RFP is to offer food and beverage services to the public, patrons, employees, visitors, neighboring businesses and their employees to include but limited to breakfast and lunch options in an enjoyable setting and cost-effective manner.

II. Scope of Services

The concessionaire shall provide the County the services set forth in the scope of work in accordance with applicable State and federal laws, rules and regulations:

Concessionaire shall provide within their proposal their approach to making their proposed spaces successful. Concessionaire shall also submit their approach to sustaining a versatile healthy and casual dining experience at a reasonable price. Concessionaire shall also submit an example of their proposed menu and how the Concessionaire plans to keep their menu versatile and how the concessionaire plans on creating a returning client base. Concessionaire will be responsible for all operating costs for the cafeteria. Operating costs are envisioned to include but not limited to: insurance, labor, supervision, personnel, customer service, management, advertisement, signage, equipment, credit/debit machine, inventory, food, supplies, first aid kits, smallware, glassware, eating, serving, and cooking utensils, site preparation and installation cost, any additional telephone lines, janitorial services, and pest control services for occupied area. Occupied area is defined as food preparation, food serving and dining areas and any snack and coffee kiosk. No Styrofoam will be allowed.

Redecorating will be at the discretion and cost of the vendor AND any painting must be approved prior by Dallas County in writing and returned to previous color at the end of the contract. Concessionaire shall be responsible for maintenance cost of all equipment provided by the County and all operational cost associated with concessions. Advertising in County facilities will also require preapproval by the County's designee.

Concessionaire must comply with the Dallas City Code Chapter 17 Food Establishments requirements and Texas Department of State Health Services, Rules & Regulations and the Administrative Code (TAC) and the Texas Food Establishment Rules.

The Concessionaire shall bare the cost of all health inspections, licensing, certificates of occupancy, and shall be responsible for maintaining all required inspections, licensing, and certification as well as compliance with all federal, State, and local laws and regulations governing a) the preparation, handling, and serving of food, b) maintain a high level of cleanliness and sanitary conditions of all areas and surfaces of the operation, and c) use industry best practices to sanitize and maintain the cleanliness of all serving, eating and cooking equipment and supplies. . Concessionaire shall procure, display, and keep in effect all necessary licenses, permits, and certificates required by law. All costs associated with such licenses, permits, and certificates shall be considered part of the operating cost of the business. Concessionaire will provide Dallas County with copies of all health and safety inspection reports within (3) days of receiving the reports.

The Concessionaire is responsible for submitting its employees to periodic health examinations as required by statues, ordinances and local regulations. Concessionaire employees shall have satisfactory health exam results based on state and location regulations within the first ten (10) days of employment for all employees who work on Dallas County premises and every year afterwards. Health requirements of staff assigned to Dallas County concessions contract shall comply with local, state and federal health requirements prior to beginning rendering services to Dallas County. Concessionaire shall provide Facilities Management with written proof of satisfactory health exam results no later than 20 days of employment and annually for all employees subsequent to employment and thereafter. Concessionaire must be in compliance with any changes to the Texas Food Establishment Ruling that affects the Dallas County concession operation.

Concessionaire is required to maintain a full-time, on-site Food Service Manager who is currently registered with the City of Dallas, who is responsible for food preparation and service. **NO EXCEPTIONS.** In the case of the Dallas County assigned food service manager is terminated or transferred, a qualified and registered food service manager shall be assigned to Dallas County as an interim manager so that there is no gap in service while a new registered Food Service Manager is presented within fourteen (14) calendar days of notice of termination or transfer. Notification to Dallas County Contract Manager must be made in writing identifying the changes and must provide current Food Service Manager's information. All changes in personnel must be submitted to the Contract Manager for approval in writing. Registered Food Service Manager Certificates are not transferable from one person to another.

The Food Service Manager is required to be fluent in both spoken and written English and qualifications determined satisfactory by Dallas County. If at any time the County finds that the Manager is unsatisfactory, the Concessionaire shall, within fourteen (14) calendar days of notification, replace the manager with one who meets the minimum requirements as set forth herein.

The Food Service Manager must display their approved certification in the location in which they work. Each certificate must be displayed in a glass-covered frame and easily visible to the public. They must also place, at a minimum, a sign in a visible location letting the customers know that their inspection reports are available for review upon request. They may also post copies of inspection reports as an alternative.

All employees that handle food products of any kind must successfully complete a Food Handler training course, accredited by the Texas Department of State Health Services (DSHS) or American National Standards Institute (ANSI), within 60 days of employment and prior to rendering services to the County through the concessions contract. It is the responsibility of the food establishment operator to ensure all staff handling food have a current Food Handler certification prior to rendering services to Dallas County. It is the responsibility of the Concessionaire to deliver a copy of certifications for all employees who have completed the Food Handler course to the County Contracts Administrator upon their completion. The County reserves the right to conduct unannounced audits to ensure the Concessionaire is compliant with all local, state and federal laws and regulations for food handling services. Concessionaire shall provide within their proposal an overview of their hiring process to vet, validate, train and qualify candidates and their approach to complying with local, state, and federal regulations as it pertains to food handling and food services.

The Food Service Manager is required to verify that employees are effectively cleaning their hands and exposed portions of their arms, by routinely monitoring the employee's handwashing as specified under Section 228.38(a) of the Texas Food Establishment Rules. Frequent hand washing with soap and clean water is mandatory and should be stressed and posted for all employees, even if disposable gloves are used. Employees shall use food handling best practices for hand wash practices and shall strictly follow the concessionaire's policies and procedures for hand washing. Concessionaire employees shall wash their hands and exposed arm surface before leaving and entering operations areas. Register attendees shall not enter or access food handling areas nor shall handle food or beverages for customers. Nails must be clean, closely trimmed and maintained. Long fingernails (natural, sculptured, etc.) or chipped nail polish is prohibited. Concessionaire shall ensure staff have and use clean towels at all times. Concessionaire shall post signs at all working stations to enforce hand washing best practices. If staff uses gloves approved for food handling, staff shall change gloves so as not to cross contaminate after touching other food, objects, chemicals or surfaces or anything else that would cause a cross contamination. Concessionaire shall submit with their proposal their training material, associated signage and planned approach to achieve this requirement consistently during the course of their operation.

The Food Service Manager is required to verify that employees are properly sanitizing cleaned multiuse equipment and utensils before they are reused, through routine monitoring of solution temperature and exposure time for hot water sanitizing, and chemical concentration, pH, temperature, and exposure time for chemical sanitizing. Concessionaire shall submit with their proposal their training material, associated signage and planned approach to achieve this requirement consistently during the course of their operation.

Concessionaire must ensure that all employees are fully trained on their company's procedures, policies, and plans including food allergy awareness, health policy and updated information continuously. Documentation that employees know and acknowledge that they have received training in: (i) the hazards of contacting ready-to-eat foods with bare hands and safeguards; (ii) proper handwashing; when and where to wash their hands; (iii) proper fingernail maintenance; (iv) prohibition of jewelry; (v) good hygienic practices; (vi) employee health policies; (vii) documentation that hands are washed before food preparation and as necessary to prevent cross contamination by food employees during all hours of operation. Company policies should be in the form of a booklet to be handed out during this training; that requires employee's signature of acknowledgement.

The Food Service Manager must ensure that employees use effective hair restraints such as hats, hair coverings or nets, beard restraints, and clothing that covers body hair, that are designed and worn to effectively keep their hair from contacting exposed food; clean equipment, utensils, and linens; and unwrapped single-service and single-use articles. Gum chewing is prohibited in food preparation and food service areas. Concessionaire shall submit with their proposal their training material, associated signage and planned approach to achieve this requirement consistently during the course of their operation.

Texas Food Establishment Rule §228.210 states that a first aid kit shall be provided in all retail food establishments. All first aid supplies shall be labeled as required and stored in a kit or a container that is located to prevent the contamination of food, equipment, utensils, and linens, and single-service and single-use articles.

Concessionaire must accept cash, credit and debit cards as method payment for goods and services. All fees associate with credit and debit card transactions will be the responsibility of the Concessionaire. NO FEES will be collected for Concessionaire for any purchases when credit or debit card are being used, Concessionaire will NOT pass on any additional fees accessed by credit card companies onto patron.

WELL PROJECT REQUIREMENTS

Dallas County Records Building cafeteria is part of the WELL Building Standard™ (WELL) is a building certification program addressing human wellness through issues related to air, water, nourishment, light, fitness, comfort, and mind. WELL is designed to work in alignment with green building rating systems like LEED. More information on the standard is available at www.wellcertified.com

WELL requires the availability of fresh, wholesome foods, limits unhealthy ingredients and encourages better eating habits and food culture. Nourishment plays a key role in health maintenance and the following mandatory criteria for WELL certification will be implemented into the project:

Menus shall provide for healthy food and beverage choices. Cafeterias must be full service and offer a large menu of options of food and that is made in-house, such as hot entrees, grill items, salad bars, bakery items, deli stations, etc. Full-service cafeteria venue must offer whole grain rich options at any time during operations hours.

Fruits and Vegetables

Food selection in the café will include at least two (2) varieties of fruits (containing no added sugar) and at least two (2) varieties of non-fried vegetables; or at least 50% of available options are fruits (containing no added sugar) and/or non-fried vegetables. Cafeteria will include the following design interventions to promote a variety of fruits and non-fried vegetables:

- a. Salad bar or similar salad-providing section, positioned in a visible and accessible location.
- b. Fruits and vegetables are visually apparent, either through display or through color photographs on the menu.
- c. Vegetable dishes are placed at the beginning of the food service line.
- d. Fruits or fruit dishes are placed in a bowl or in a stand at the checkout location.

Processed Foods

The café foods, will meet the following conditions:

- a. Beverages do not contain more than 30 g of sugar per container. Bulk containers of 2 quart or larger are exempt from this requirement.
- b. At least 50% of beverages have 1 g of sugar or less per 1.87 g of sugar or less per 1 oz.

Food Allergies

All foods will be clearly labeled (on packaging, menus, signage, or electronic media) to indicate if they contain the following allergens: peanuts, fish, shellfish, soy, milk and dairy products, egg, wheat, tree nuts and gluten.

Food Contamination

The café will include cold storage and visual display of holding temperatures for raw meat, fish and poultry. Contractor food preparation areas shall have distinct, designated seamless cutting boards for raw foods (uncooked meats, fish and poultry) and ready-to-eat foods (2 minimum), and at least 2 separate sinks.

Artificial Ingredients

All foods will be clearly labeled on packaging, nearby menus, or signage to indicate if they contain artificial colors, flavors or sweeteners, brominated vegetable oils, potassium bromate, BHA, BHT, MSG, HVP, sodium nitrate and sodium nitrite, and sulfites.

Nutritional Information

All foods sold or provided daily are displayed (per meal or item) on packaging, menus or signage with total calories, macronutrient content (total protein, fat, sodium, and carbohydrate) and total sugar content.

Food Advertising

Cafeteria will not advertise or display any food or beverage items that do not conform to the requirements set forth in Feature 39 Processed Foods, per WELL Standards. Displays such as educational posters, brochures or other visual media will be provided in the cafeteria to include at least three (3) instances of messaging that either encourage the consumption of whole, natural foods/cuisines, or discourage the consumption of sugary/processed foods and beverages.

Concessionaire must make available to customers **vegetarian**, low fat, high carbohydrate, reduced sugar or other dietary focus foods. With limits on saturated fats and Trans fats, added sugar and sodium. All foods served shall be wholesome and free from spoilage, free from adulteration and misbranding, and safe for human consumption. Self-service stations must be fresh and well-stocked through-out the serving periods with expiration dates clearly posted. All foods shall, when served, be attractive in appearance and correct in temperature and consistency.

When protein entrees are offered, offer a lean meat entrée choice. Offer one lower sodium entrée and/or meal and promote it. Limit deep-fried entrée options per day. All meals items are free of artificial trans-fat or partially hydrogenated oils. Offer low-fat (1%) and non-fat (skim) milk and milk products at all times.

Must have free cups to be used for free tap water and ice available at all times and advertise its availability.

An entrée is considered the main part of a meal. Examples include but no limited to a sandwich, pizza, or burger.

A meal is defined as a more complete offering intended for breakfast, or lunch that includes two or more items from recommended food groups served in combination with drink included. For example, a meal may include a lean meat, vegetable, fruit, and whole grain bread or vegan.

Different daily lunch specials must be offered each weekday. The specials must include a hot and/or cold entrée different from those served on the regular menu, to include an 8 oz. meat; 6oz. of carbohydrates, 3oz. vegetables and/or salad and choice of bread at a set price. The Concessionaire shall establish and control the pricing and portions of all menu items to be offered in the Owner's foodservice facility. Portions that are listed on bid proposal must be discussed and approved by Dallas County before implementation.

Some food items or dishes can be prepared off-site and brought to the premises, provided the off-site location and transportation conforms to all food establishment and health department requirements set forth by the City of Dallas, State of Texas, and Federal government.

No food shall be prepared on the facility referenced herein for the purpose of delivery or catering to non-Dallas County locations, other business interests and/or other contracts with other agencies (private or public) by the Concessionaire, his or her staff, employees or other personnel.

Dallas County Buildings are secured facilities and therefore access to the Courthouse and other Dallas County departments is restrictive during certain hours and days. Standard operating times are: 7:00 a.m. to 5:00 p.m. CST excluding County holidays. Dallas County reserves the right to close facilities in the event of disaster or inclement weather. Notification will be provided via email information provided by lessee. Entrance prior to 7:00 a.m., will require that Security is informed of concessionaire's employee's name, and position. Badges will be provided to Concessionaire for entrance prior to 7:00 a.m.

CATERING SERVICES

The Concessionaire shall also include additional food catering services available for the entire building upon request. Food catering services shall be considered non-exclusive, whereas the County reserves the right to procure catering services from other providers. All food and beverage equipment is to be furnished by the Owner. Locations will be provided at time of notice for catering services. Dallas County reserves the right to bring in 3rd party catering services. The proposer shall submit their approach and solution for taking, processing, and fulfilling catering orders to the building for which they provide food services. The proposer shall also propose a solution to offering and proving catering services to other County building which do not have a cafeteria. Offering catering services to other County buildings is not a requirement but an opportunity for added service, value, and an opportunity for the Concessionaire to increase their business base.

COFFEE SERVICES (Record Building Only)

- a) Coffee service at all coffee rooms throughout the building. All beverage equipment is to be furnished by the Owner.
- b) All coffee bars are to be supplied and maintained with coffee (minimum of 3 options), coffee cups, drink cups, sugar creamer (minimum of 3 options), tea bags (minimum of 2 options), hot chocolate, coffee stirrers, straws, napkins, and all regular supplies.
- c) Coffee services for all meetings as requested.
- d) Special events as necessary.

Concessionaire, **WITHOUT COST** to Dallas County, will provide all serving utensils, small ware, plastic ware, paper products and containers including clam shell take out containers and plastic ware utilized and distributed in connection with this contract. Concessionaire is strongly encouraged to utilize environmentally friendly table ware. **NO STYROFOAM OF ANY KIND CAN BE USED DURING THIS CONTRACT.**

Concessionaire shall provide all condiments packets, including but not limited to salt, pepper, sugar, non-dairy creamer, ketchup, mustard, etc., at all times **WITHOUT** cost to patrons.

All merchandise (consumable/non-consumable) shall be subject to inspection and approval or rejections by the County. Rejected merchandise shall be immediately removed from County premises, by the Concessionaire, and shall not be returned for sale. However, Dallas County's inspection does not relieve the Concessionaire of any liability regarding the fitness of the merchandise or compliance with all health and safety requirements. **Food that has become outdated, spoiled, damaged, wilted, dried out, aged, burnt, and/or has change color shall not be used.**

Concessionaire shall meet, not less than quarterly, with the County Contracts Administrator to review operations and consider improvements suggested by users. Dallas County reserves the right to conduct periodic surveys of the patrons to determine the quality, performance and pricing of the Concessionaire and its employees.

Dallas County may assign Concessionaire one parking space, free of charge, for the Concessionaire's company identified truck and/or manager depending on location. Deliveries to Dallas County are permitted as long as Concessionaire staff is present to accept and supervise the delivery. Deliveries

may only be made between the hours of 7:00 a.m. and 12:00 p.m. excluding County holiday, unless prior arrangements have been made.

Concessionaire must request in writing any proposed installation/setup of additional equipment and/or modifications/conversions to the designated area(s) and shall submit within their proposal. Concessionaire shall include in their proposal a rendering and the estimated cost of renovations and equipment. All modifications and/or additional equipment must be approved by Dallas County prior to installation/set-up including any cameras. If approved for camera, Dallas County must have access to cameras. All approved modifications made part of the contract will be paid for by the Concessionaire and will be amortized over the five-year contract period. This includes but is not limited to, labor and equipment, materials, etc. All modifications to the space shall be returned to the state in which Dallas County initial provided to the Concessionaire.

In addition, any Concessionaire, will be required to have adequate insurance (general and automobile liability, workers compensation) prior to beginning any work on Dallas County property. Should the contract be terminated for cause, the remaining amortization of the conversation cost will be forfeited. All equipment/modifications become the property of Dallas County upon the final contract termination date.

Concessionaire is responsible for proper disposal of grease from the food service area. House drains are strictly prohibited from use for grease disposal. Removal of grease from premises will be the responsibility of the Lessee. Concessionaire must provide information on how they will dispose of grease and how often. Dallas County will maintain and service all grease traps, vent-a-hood; fire extinguishers.

All food and beverage equipment located in the cafeteria will be furnished by the Concessionaire with exception of those items notes at Vendor Furnished Vendor Installed (VF/VI). See Exhibit A for list of Owner provided equipment.

EQUIPMENT AND FIXTURES

All equipment and fixture required for this operation shall be modern design, quality material, sufficient in number to adequately serve the public, and provided by the Concessionaire at his or her expense. The equipment and fixtures in Attachments B through D represents the equipment and fixtures located at each site, when the Concessionaire takes possession. All maintenance on the Dallas County equipment or fixtures will be the sole responsibility and expense of the Concessionaire. Replacement of any piece of equipment or fixture at any sites covered under this agreement is maybe the sole responsibility of the Concessionaire. Dallas County will **NOT** maintain or work on any of the equipment or fixtures listed in Attachments B through D or any replacement items. Dallas County will assist in removal of County owned equipment and/or fixtures once it is no longer needed or operational. Concessionaire should call Facilities Dispatch @ 214/653-6777 for any removals and receive a work order number. Once a work order number is issued, it is the responsibility of the Lessee to keep track of the number as reference. Equipment and fixtures are expected to depreciate through normal wear, the concessionaire shall be responsible for replacing any equipment and/or fixture with new comparable equipment or fixture if it's determined that the equipment or fixture was abused or used inappropriately which cause the unit(s) to depreciate at a greater rate.

Concessionaire shall provide any additional equipment for the site as needed.

Concessionaire will maintain all equipment using Factory Authorized technician's **ONLY** accordingly and will provide quarterly maintenance logs to Contracts Administrator. Failure to maintain equipment, causing equipment to fail or be non-reparable shall be replaced by Concessionaire at their own expense.

If Concessionaire repair company (authorize factory technicians) determines that any Dallas County equipment is in need of replacement, Concessionaire will call Facilities Dispatch at 214/653-6777 or E-mail: facilities.dispatch@dallascounty.org to submit a work order and building maintenance will make the

final decision for replacement or disposal. Dallas County at its discretion can replace any equipment. Concessionaire will be responsible for any repair or replacement equipment whether owned by Dallas County or by Concessionaire. For equipment owned by Dallas County, Concessionaire must provide notification to Dallas County representative and Dallas County representative shall above the replaced equipment.

Concessionaire **SHALL FURNISH AND MAINTAIN THE APPROPRIATE NUMBER OF FIRE EXTINGUISHERS AND SUPPLIES AS DETERMINED BY DALLAS COUNTY.**

QUALITY OF SERVICE

It is the intention of Dallas County that its food and beverage service be of high quality.. All food and beverage areas shall be kept clean, orderly and sanitary at all times and in strict accordance with all applicable food service establishment requirements, laws, ordinances, rules and regulations.

All foods, drinks, beverages, confections, refreshments and the like sold or kept for sale shall be first quality, wholesome and pure and shall conform in all respects to the Federal, State and municipal food and other laws, ordinances and regulations. No imitation, adulterated, or misbranded article shall be sold or kept for sale. All merchandise kept on hand shall be stored and handled with due regard for sanitation. **Leftover perishable product shall not be sold at any time.**

All containers of liquids or ice must be closed/covered/sealed and not allowed to leak on the floor or ground.

VIOLATIONS, CORRECTIVE ACTIONS

Dallas County must be notified immediately, in writing, of:

- a) Any potential violations, under the terms of the agreement,
- b) Dallas County carries the responsibility to correct any repair as result of inspection by state and local authorized health department officials, fire department and other agencies relative to safety requirements.
- c) A legible copy of any notices of violations, which are received in connection with an authorized inspection by a third-party agency, must be provided to Dallas County.
- d) Include action plans to correct conditions causing the violations.

SIGNAGE

All prices must be posted and displayed in a manner visible to all prospective patrons from a distance as well as close up. The Concessionaire shall utilize available display areas and various merchandising techniques and should offer special meals periodically in order to ensure customer satisfaction.

Cafeteria Menus shall be published monthly by the Concessionaire and made available to the County and employees on the Friday preceding the 1st of the month.

Menu boards shall be posted in the server area listing the prices of all items offered. Menu boards shall be easy to read.

Menu board purchase and install shall be the responsible of the Concessionaire. Menu board shall be approved by the County.

Dallas County shall be the sole judge for sign quality and size of letters and propriety of any advertising proposed and is subject to final approval by Dallas County. No signage is allowed outside of cafeteria unless prior approval is granted.

NO SMOKING AND TOBACCO PRODUCTS INCLUDING ELECTRONIC CIGARETTES-

Dallas County prohibits both the display and sale of any objectionable item(s) at any time during the contract and the Concessionaire agrees to comply with the restriction; prohibited items include but are not limited to tobacco products, and electronic cigarettes which are not allowed in or upon the County premises. Concessionaire will enforce the smoking prohibition, tobacco products and electronic cigarettes inside the occupied rented space and within 25 feet of any entrance of any building in regard to Concessionaire's employees, customers, and other guests.

REMOVAL OF EQUIPMENT AND IMPROVEMENTS

All non-affixed improvements, equipment, and property (referred to collectively in this section as "property") of Concessionaire shall remain the property of Concessionaire and shall be removed by Concessionaire, at its sole cost and expense, within two (2) to five (5) days after expiration or termination of concessions contract.

Should Concessionaire fail to remove such property past the five (5) day limit the County may, with notice to Concessionaire, remove and store the property at Concessionaire's sole risk; Concessionaire shall not be entitled to compensation for any damage that occurs in connection with the removal and storage of the property. Dallas County shall be entitled to reimbursement from Concessionaire for all costs and expenses associated with the removal and storage of the property. If Concessionaire fails to claim any property that has been stored by Dallas County or left on the premises for a period of more than twenty (20) days, the property shall become Dallas County property.

may, with written permission from Dallas County, abandon in place any and all property, whereupon title to said property shall vest in Dallas County.

CLEANING AND MAINTENANCE

Concessionaire is responsible for **ALL** pest control services and **ALL** janitorial services for assigned area. All services must be up to industry standards. During the COVID-19 pandemic or similar, the Concessionaire shall take appropriate action and precautions to ensure mask is worn, guest and staff comply with social distancing, and janitorial and cleaning services adhere with CDC cleaning standards to prevent the spread of virus and maintain a healthy environment. It is imperative that Concessionaire's staff providing food concession services to Dallas County have met the health standards to ensure the prevention of the spread of COVID-19.

Concessionaire will keep the cafeteria concession area and the area within 25 feet of the concession clean, including the storeroom, free and clear from rubbish, filth, refuse, flies, roaches, bees and other insects. Concessionaire shall employ necessary personnel, install necessary storage containers and equipment and disposal of rubbish and refuse in the area to prevent the inception and spread of infectious or contagious diseases and to effectively prevent the creation of a nuisance such as odors and presence of vermin.

Concessionaire shall be responsible to pick up, clean up and dispose of all litter at all space assigned or used in operation. Concessionaire shall also clean and keep food and beverage areas free of debris. Concessionaire will not store empty boxes or containers.

Concessionaire shall keep neat, clean and in a sanitary condition all premises and the surrounding areas used by the Concessionaire during the term of the contract agreement. Cafeteria and related food and beverage areas shall be cleaned thoroughly each day. Laws, ordinances, and regulations of all governmental bodies pertaining to the operation of food serving establishments shall apply and be complied with by the Concessionaire.

Waste foods and supplies shall be kept in closed containers until removed from the site. Such removal shall be made during and after each day of operation.

Dallas County will provide access to designated dumpsters which only may be utilized if desired for disposing of Dallas County trash and garbage **ONLY**. All garbage, including but not limited to; food, food scraps, food waste, food packaging, grease, butter, and other "wet" garbage shall be placed in leak proof bags and delivered to the dumpster within three (3) hours subsequent to the completion of any meal. Concessionaire's staff will not drag any bags across floors, ramps or driveways. In no event, will any garbage be allowed to remain within the premises overnight. Concessionaire will not permit or allow any leakage or discharge of any substance, either in or on the premises, parking area, common area, or any portion of the Complex. In the event of a spill, leak, or other discharge of any substance, Concessionaire shall immediately clean or cause the area of the spill or discharge to be cleaned and hereby holds harmless and indemnifies County for any damage to property or injury to person(s), including death, that is caused by or is the result of any transportation, spill, leakage or discharge of any garbage or other substance. Damage or accidents caused by fluids and debris from Concessionaire's operation shall be the sole responsibility of the Concessionaire.

Concessionaire must meet the sanitary standards prescribed for restaurant service. County will conduct periodic, unannounced inspections to monitor cleanliness and sanitation practices.

The Concessionaire is responsible for any and all janitorial services that are required or needed in the area assigned for the Lessee's use and it shall meet the highest standards of sanitation common to the food service industry, including cleanliness of the kitchen, food preparation areas, service areas, dining areas, hoods and all equipment, floors and dining room chairs and tables. This includes degreasing the equipment, walls and floors as necessary or as required. Concessionaire is to oversee the rented premises and seating areas to remove all trash and other debris, keeping the tables, chairs and floor of the eating areas in good and clean condition. Placing all discarded items in designated trash containers, with final removal to outside trash receptacles supplied by Dallas County. **At NO time is trash to be stacked in any areas or on docks.** Concessionaire is responsible for **ANY** and **ALL** pest control services that are required or needed in the area assigned for the Concessionaire's use. Concessionaire at its sole expense shall engage exterminators to control vermin and pests monthly or more frequently if needed and a copy of all records are to be kept in office. Dallas County at their discretion can intervene in any pest control issues and/or solutions if it affects other parts of the building. Such extermination services shall be supplied in all areas where food is prepared, dispensed or stored and in all areas where trash is collected, and deliveries are made. If the determination is the issue is coming from the Concessionaire's approved area. The lessee will be responsible for all cost associated with the pest control services.

Concessionaire will be responsible for weekly cleaning service for cafeteria walls, light fixtures, vents in the kitchen, server, dining areas windows and for quarterly waxing and buffing of floors and for daily cleaning of cafeteria tables, floors and chairs. If areas require more frequent cleaning, the Concessionaire shall increase cleaning frequency.

Concessionaire must provide sanitation and housekeeping of all refrigerated and non-refrigerated storage facilities, preparation and production areas and the food service office areas. Low cleaning, as well as high cleaning, including ceilings, light fixtures and wall areas above seven (7) feet in height will be the responsibility of the Lessee.

The Concessionaire shall be responsible for the security of all areas under the jurisdiction of this RFP and be responsible for determining that all equipment has been turned off, lights and fans turned off, and doors locked when the location is closed for the day.

Concessionaire **EMPLOYEES**

The Concessionaire shall authorize a reasonable number of employees who shall be permitted entry to the site location for Dallas County work purposes only. Dallas County Management reserves the right to deny entry for good cause to any person employed by the Concessionaire in the exercise of the food and beverage contract agreement.

Concessionaire's employees shall at all times be neatly and cleanly uniformed at the expense of the Concessionaire. Uniforms for employees identifying company name shall be of a standard style and subject to approval by the Manager. Concessionaire shall meet the standard sanitary codes prescribed for restaurant employees. All employees shall be supplied with clean clothes.

Concessionaire's employees will be issued Dallas County badges from Marshal Services and these identification badges must be worn at all times. Concessionaire must keep accurate records on the names and addresses and other pertinent information on those to persons who have badges.

The identification badge will include the individual's name, company name and Concessionaire's signature across the picture. The Concessionaire shall verify daily that all employees are carrying their I.D.'s during on-duty hours and be able to show them upon request or be escorted off Dallas County premises. Should the ID become lost, stolen, etc. it will be immediately replaced by the Concessionaire at the Concessionaire's expense.

Concessionaire's employees are not allowed to walk around the building except for locations as listed in this bid, which includes exit and enter the building they work. Security will have the right to escort employees off premises if found violating this requirement.

Concessionaire employees shall maintain personal cleanliness at all times. Unshaven, unkempt and unclean employees shall not be permitted. All employees will wash completely before being permitted to handle food. Concessionaire will immediately remove any employee not meeting these standards when directed by the Manager.

Concessionaire employees shall be polite and courteous in their dealings with patrons of Dallas County at all time.

Concessionaire shall not employ any person or persons in or about the building who uses improper language or acts in a loud or boisterous manner, and shall upon request of the Manager, immediately remove from Dallas County contract any employee deemed unsuitable.

The Concessionaire shall train and closely supervise all concession employees so that they are aware of and habitually practice the high standards of cleanliness, courtesy and service required.

The Concessionaire shall comply with all laws (State or Federal), and local ordinances, as they may relate to employment practices.

The Concessionaire must comply with Dallas County policy to provide a drug and alcohol-free workplace environment. Any employee found under the influence of drugs and/or alcohol must be promptly removed from the workplace. Concessionaire can utilize Dallas County Security @ 214/653-7000 to assist with removal, if requested.

SECURITY

All lost and found articles located by the Concessionaire and/or its employees or by patrons found in or around rented area shall be turned over to Dallas County Marshall Services (Security). They can be reached at 214/653-7000.

The Concessionaire shall give permission and give a set of keys to all locked doors (closet, store rooms, entrances and exits) within premises to Contract Administrator for use by maintenance personnel after hours and weekends for building repairs, emergencies, alterations or improvements, which require admittance into area.

COUNTY'S RESPONSIBILITY-

The County will **NOT** be responsible for **ANY** loss or damage resulting from a power failure, flood, fire, explosion and/or any other cause beyond its reasonable control to the Concessionaire's owned inventory, supplies, goods, merchandise or equipment that is brought to County facilities or location sites, nor the Concessionaire's employee's personal belongings brought to County facilities or location sites.

Dallas County shall provide lighting, heating and air conditioning for the designated area, but without liability on the part of the County due to temporary interruptions as a result of power outages, etc.

Utilities (Water, Sewer, and Electricity): The County shall furnish all utilities to the Concessionaire at existing outlets. Any modifications to existing outlets for the Concessionaire's convenience shall be at the Concessionaire's sole expense after written approval from the Director of Facilities Management or their designee. In evaluating the electricity circuit capacity, Concessionaire will need to contact Facilities for further information before installation of any circuits or appliances. Lessee/Operator is responsible for securing all permits necessary to comply with local City regulation and building code.

Electrical power, 110 volts, will be furnished by the County at existing power outlets for the Concessionaire's use to operate such equipment as is necessary in conduct of services. The Contractor will be responsible for any damage caused to the electrical outlets and their covers caused by the improper connection or disconnection of equipment. Commercial extension cords are to be used with all equipment requiring electricity and must be in safe operating condition. The County shall not guarantee an uninterrupted supply of electricity except that it shall be diligent in restoring service following an interruption.

Provide sanitary toilet facilities and lockers for the Concessionaire's employees.

All items initially furnished by Dallas County shall be listed on a basic inventory approved jointly by the Dallas County and the Concessionaire at the commencement of the contract.

Dallas County will provide standard data cabling as requested by Contractor in office area and at cashier stand as needed.

Dallas County will provide (1) telephone for local service to the Concessionaire.

BACKGROUND CHECK REQUIREMENTS-

Concessionaire must conduct background check on all employees yearly in accordance to the requirements stated below and shall be financially responsible for the background checks. There will be no billing or charge to Dallas County for Concessionaire fees associated with the background check.

Verification of Employment Status

Prior to the employment of any person under this contract, the Concessionaire shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Concessionaire to perform employment duties within Texas and (b) all persons, including sub-contractors, assigned by the Lessee/Operator to perform work pursuant to the contract with Dallas County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/portal/site/uscis>. Only

those employees determined eligible to work within the United States shall be employed under this contract.

Concessionaire acknowledges and agrees to perform background checks yearly on all employees and personnel providing services to the County under this contract at no additional cost to the County (at Concessionaire 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:

- E-Verify all employees and personnel providing services under this contract.
 - Employment history (last ten (10) years).
 - Social Security number verification.
 - Assumed names and aliases search.
- 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;
- Federal criminal records search for an unlimited period of time, including National Sex Offender Public Registry Search and National Criminal Records Database Search.
 - Current and prior address check; and
 - Employee photo picture

County's Rights to Further Screen Personnel

In evaluating Concessionaire's 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 Concessionaire under Section 10.4.1, et. seq. Dallas County further references Section 344.310 of the Texas Administrative Code for additional background (fingerprint check) for juvenile buildings (if requested).

Concessionaire shall inform all employees and personnel providing services of this contract of the additional background check screening requirements. The additional (if requested) background check (including fingerprinting) will be the responsibility of the Concessionaire.

At the expense of the Concessionaire, a National Criminal Investigation Check (NCIC) will be performed on all employees assigned to the rent areas. All Concessionaire employees must be authorized to work in the U.S. The Concessionaire will, at no cost to Dallas County, provide a copy of the report findings to the Dallas County Contract Administrator for review and filing. Any person found unacceptable by Dallas County will be immediately replaced by the Concessionaire, at the Lessees expense.

Additional verification requested: Verification of all licensures and certifications, Health Exams, Pre-employment drug screen with confirmatory testing.

OPERATING CALENDAR AND HOURS

The County will operate the facility approximately 280 days per year. Dallas County observes the following holidays, and the county will officially be closed (please note these are subject to change):

New Year's Day
Martin Luther King Day
Memorial Day

Juneteenth
Independence Day
Labor Day
Thanksgiving Holiday (Thursday and Friday)
Christmas Holidays (Two Consecutive Days)

The tentative service hours for the cafeteria:

Breakfast	7:00 am –10:00am
Lunch	11:00am – 2:30 pm
Afternoon/Evening	Tentative limited service

Locations and Number of Occupancy

Award will be considered and evaluated by location. Proposers shall submit a proposal for each location they wish to operate. It is not required to propose on all locations to be considered responsive. Proposer shall submit their approach and staffing plan for the locations they wish to operate.

Location 1:

George L. Allen Sr. Courts - 600 Commerce St., Dallas 75202

This full-service cafeteria is located in the basement. The space includes a kitchen and dining room with approximately 5,880 square feet.

Estimated 565 employees and weekly jury count of over 3,000.

**Consideration with approval of Dallas County and Concessionaire for a temporary moveable kiosk or booth on the first floor during the hours of 7:00 a.m. -10:00 a.m. for exclusive offering of premium coffees w/amenities (latte, cappuccino, espresso, Frappuccino, teas, etc.),but must be completely removed during other hours. Area must be fully cleaned before vacating area. Subcontractors are invited to participate.

Location 2:

Frank Crowley Courts - 133 N. Riverfront Blvd. Dallas, 75207

This full-service cafeteria is located on the first floor. The space includes a kitchen and dining room with approximately 10,430 square feet.

2nd Floor Snack Bar

Limited light foods operation, microwave only. No cooking or grilling. Located on the 2nd floor. Space is approximately 750 square feet and is located in in front of the building's main entrance.

Estimated 3,019 employees and weekly jury count of over 5,000

Location 3:

Records Building-509 Main Street. Dallas, 75202

This full-service cafeteria is located on the basement floor.

Location 4:

Henry Wade Juvenile Justice Center -2600 Lone Star Dr. Dallas, 75212

Limited light foods operation, microwave only. No cooking or grilling. Located on the 1st floor. Space is 181 square feet. **(Any deliveries to this location must be in a company vehicle with company logo ONLY)**

Estimated 698 employees and 120 jurors.

(Any deliveries to this location must be in a company vehicle with company logo ONLY)

III. 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 XVI- Late and Withdrawn Proposals.

Proposals will be opened by the County at 2pm 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.

IV. Pre-Proposal Conference

The County has scheduled a pre-proposal conference to be held on Tuesday, July 12, 2022, at 9:00 A.M. at the Records Building, 500 Elm Street, first floor lobby, Dallas, Texas 75202. The site will take place after the pre-proposal meeting starting with the Records Building Cafeteria, George L. Allen Sr. Courts - 600 Commerce St., Dallas 75202, and ending at Frank Crowley Courts - 133 N. Riverfront Blvd. Dallas, 75207

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. Additionally, the County will have site visits for each location, with dates to be determined prior to the proposal due dates. 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/department/purchasing/currentbids.html>. Staff will attempt to answer these questions during the pre-proposal conference.

V. 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 July 15, 2022 at noon.

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.

VI. 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:

Experience	20%
Approach	20%
Menu Options	20%
Operation & Management Plans	15%
Price	10%
Small Business Enterprise	15%

VII. Proposal Format

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

Qualifications and Experience of Lessee/Operator:

- a. Length of time the Proposer Firm has been in business
- b. Brief description of the Proposer Firm
- c. Proposer Firm's size (number of employees), range of activities including a list of related companies
- d. Corporate office organization structure
- e. Provide detailed description of past food and beverage concession services provided same or similar organizations.
- f. Describe the proposer's experience providing services similar nature, background and history to each of the components included in the proposal - daily food concession. Proposer must emphasize its expertise in, and experience with similar programs.
- g. Indicate whether or not the proposer has ever partnered with a government agency or nonprofit organization, or provided services in a public facilities or locations, and describe these experiences
- h. The proposal must identify the primary individuals responsible for supervising the work. The proposals must also include recent and pertinent references. Also, provide information that documents your firm's qualifications to produce the required outcomes, including its ability, capacity, and skill.
- i. Provide at least three (3) relevant references with whom the proposer has previously worked in the past 5 years for same or similar services and/or who can describe such matters as the proposer's operational capabilities, preferably similar in size and complexity to that being requested. One (1) of the reference should be of current operations of this type and size, preferably within the Dallas Fort Worth Area. Dallas County reserves the right to conduct on site reference checks and/or interviews of any/all sites listed and/or those known to Dallas County that may not be listed in the proposer's packet. The list will include: site address, contact name, title, address, e and telephone number, size of operation/number of meals service and length of contract.
- j. Provide any details of all past, pending or threaten litigation, administrative or regulatory proceedings, investigations or similar matters that could materially affect your company.
- k. Provide proof of Proposers authorization to do business in the State of Texas.
- l. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal.

Management and Operational Work Plan

Provide a Management Plan for the proposed services for each location your organization proposed to rent operate and manage. Each Management Plan should include at a minimum:

- a. Provide the estimated number of on-site employees, both management and hourly, by position and hours.
- b. How will service location be managed?
- c. Who will be the point of contact for daily food concessions? If not the primary contact, who will be the on-site contact(s) for each component of the service?
- d. Identify if you need to hire additional or new staff for management and daily operation
- e. Identify the individual who will serve as the full-time on-site food service manager at each site

location, preferably an owner-operator who is available at the site to discuss the operation of the cafeteria. This manager must have the responsibility and the authority to make or take any action necessary to ensure a smooth and safe operation of the cafeteria and to see that the goals of Dallas County are attained and the needs of the patron are met. Include names and resume for key personnel who will be providing services under the contract.

Operations Plan(s)

Provide an Operations Plan for each proposed services for the location your organization proposed to rent operate and manage. Each Operations Plan should include at a minimum:

- a. Proposed services, which should address the requirements described in the Scope of Work.
- b. Quality, value, and service to customers are Dallas County's primary concerns. Proposers must provide a detailed, written description of how the Proposer will achieve the goal of operating a high-quality, "customer-focused" operation. In their Operating Plan, Proposers must describe their management team's experience, and customer service plans.
- c. Describe your start-up and transition plan with a completion and implementation based on TBD. The Transition Plan should include staffing, equipment changes and implementation schedule. The implementation schedule should be comprehensive, including all phases necessary to implement the services as described herein and tentative dates.
- d. Describe your plan for transporting necessary equipment, supplies and staff to operate the daily food concession.
- e. Describe your proposed point of sale system that provides a printed receipt to each patron. Lessee is responsible for obtaining their own credit/debit card machines that meet or exceed the Payment Card Industry Data Security Standards. (PCI-DSS) for point of sales device. If such connection requires cabling or installation equipment, such work must be approved by Dallas County. Concessionaire **must agree to accept credit cards and debit cards for purchases at their sole expense.**
- f. Describe your internal control mechanisms for ensuring food safety and quality.
- g. Any specialized or additional equipment you propose using beyond what is provided.
- h. Describe your plans for routine cleaning and preventative maintenance schedules for the cafeteria area intended to assure an attractive appearance for concession equipment and pro-active prevention of potential operating problems
- i. Describe your waste management plans
- j. Describe your safety and security plans, particularly with regards to managing the service.
- k. Describe other food service ideas you have for the location site(s) that will help make the food service concession area a successful and profitable business.
- l. Describe any short- or long-term site or cosmetic improvements you propose to invest in for the concession sites
- m. List any and all City and/or State licenses required for providing proposed food services and serving, whether you currently hold any of these licenses, and your plans for obtaining any and all required licenses.

Menu Selection and Menu Pricing

Each proposer shall submit a menu and price schedule of items to be offered.

- a. Submit a complete menu list with the respective prices to be charged. The menu list is to contain specific portion sizes and meet the minimum food compliance standards/requirements set forth in this document.

- b. List to contain any/all itemized products (i.e.: candy, snacks, fruit, drinks, ice, condiments, feminine products etc.), their respective packaging, sizes and pricing.
- c. Prices shall be reasonable and marked at fair market. The Concessionaire shall consult with Dallas County contract administrator to set pricing.
- d. Provide information for typical menu for meals, and menu cycles, if applicable, and how often it changes throughout the year.

Sample Contract

VIII. Documents Submitted with Proposal or Upon Request

- 1. Certificate of Interested Parties form 1295 (upon request)
- 2. Conflict of Interest Questionnaire (upon request)
- 3. Good Faith Effort Form (upon request)
- 4. Small Business Utilization Affidavit (must be submitted with proposal)
- 5. Title VI Assurances/Compliance (upon request)
- 6. Certification form W-9 (upon request)
- 7. Any other County documents as required (upon request)

IX. Delivery of Proposals

Proposals shall be submitted electronically through the Dallas County procurement platform, BidSync, <http://www.dallascounty.org/department/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: RESPONSE TO REQUEST FOR PROPOSAL FOR Dallas County Concession Services Contract

Solicitation / RFP No.: 2022-043-6958

Due Date and Time: August 11, 2022 @ 2:00 P.M. (CST)

Submitted By

Company Name: _____

Contact Name: _____

Telephone Number: _____

Contact and Delivery Information Contact
 Scott Campbell
 214.653.7763
 Dallas County Purchasing Department

X. Notice to All Bidders:

- 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/department/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. All contact must be coordinated through Linda Boles, Purchasing Supervisor, for this procurement.

XI. 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.

XII. Proposal Pricing

The County wished to rent each space and receive revenue share at a fair market value, proposers shall submit with their proposal their proposed monthly rent amount and revenue share that will sustain the operation and help the operation be successful.

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.

For this specific contract, Dallas County is requiring prime contractors, and first tier subcontractors on the contract to pay their employees rendering services on the contract a wage floor of not less than \$15.21 per hour. Dallas County Commissioners Court will access the wage floor annually on October 1.

XIII. Insurance

Any 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.

The contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Texas, possessing a current A.M. Best, Inc. Rating of "A" or better. The policies may provide coverage, which contain 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 shall be solely responsible for all deductibles and/or self-insured retention.

Within ten (10) days after contract award and prior to the commencement of any work or delivery, the Purchasing Agent requires the successful 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 officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear).

All insurance required herein shall be maintained in full force and effect throughout the term of this contract, including all extensions.

Automobile Liability: Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit of bodily injury and property damage not less than \$100,000/300,000/100,000 or combined single limit of \$400,000.00 each occurrence with respect to the contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of this contract;

Commercial General Liability: Contractor shall maintain Commercial General Liability Insurance with a limit not less than \$1,000,000.00 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage;

Professional Liability: Contractor shall maintain Professional Liability Insurance with a limit not less than \$1,000,000.00 covering all individuals performing under the contract; and

Workers Compensation or self-insured employee coverage meeting the acceptable requirements as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code.

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

- Except Workers Compensation and Professional Liability, name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage;
- Provide for thirty (30) days' notice to the County for cancellation, non-renewal or material change;
- Provide for endorsement that the "other insurance" clause shall not apply to Dallas County where County is the additional insured on the policy;
- Provide for notice to Dallas County of any changes to policy;
- Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss;
- Default/Cumulative Rights/ Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages;
- 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 contractor's 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 provide that all provisions of this contract concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies. Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Dallas County premises.

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of the contract, or cancellation of the contract or both. (Court Order 2003-1792, September 30, 2003)

- All certificates of insurance shall be identified with the RFP number.

- Offerors compliance with the above insurance requirements shall not relieve offeror from any liability.

XIV. 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.

XV. 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.

XVI. Late and Withdrawn Proposals

Proposals are required to be submitted by 2pm on XXXXX to the Dallas County Purchasing Department at:

900 Jackson Street, suite 600
Dallas, Texas 75202

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.

XVII. 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

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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, unless the termination is for cause.

XXIII. 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.

XXIV. 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 bidders 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."

XXV. Indemnity

CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, DALLAS COUNTY COMMISSIONERS COURT, 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 COMMISSIONERS COURT, 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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. 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 Commissioner's Court approval.

Menu Price Adjustment: Lessee/Operator may apply for a menu price adjustment after the first twelve (12) months after commencement of the agreement. In order for the price adjustment to be considered by Dallas County, the Lessee/Operator shall be in full compliance with all of the performance standards as establish by the contract Agreement. The menu price may be adjusted by the Lessee/Operator as provided herein solely on the basis of the change Consumer Price Index for All Urban Consumers (CPI-U) – Food Away From Home, published by the Bureau of Labor Statistics of the US Federal Government for the most recent twelve (12) month period. However, these adjustments in menu prices will be based solely on the changes in CPI-U and are not retroactive. The Lessee/Operator assumes all risks associated with increase or decrease prices of goods and services not reflected in the price adjustments. Dallas County reserves the right to seek any additional information as may be necessary to make a decision and reserves the right to reject such application without penalty or grievance. Lessee/Operator may submit requested price adjustment to the Dallas County Purchasing Department, Attn: Purchasing Director, 900 Jackson St., 6th Floor, Suite 680, Dallas, Texas and Facilities Management, 600 Commerce, St., 9th floor, Dallas, Texas 75202, in writing at least ninety (90) days prior to the desired

date of implementation of such menu pricing change. Only one menu price adjustment is allowed every twelve (12) month period. Written approval of price changes must be granted and approved by Dallas County Commissioner before price changes are implemented. Price decreases are accepted and allowed at any time during the term of agreement.

Consumer Price Index for All Urban Consumers (CPI-U) – Food Away From Home
(Formula Example Only: $CPI\ in\ 2017 / CPI\ 2016 * \$1.00 = X$)

REMIT OF RENT PAYMENTS-

Operator shall pay monthly rent payment in advance.

Operator will remit all payments by cashier or certified check (no personal checks or cash) to the Dallas County Purchasing Director by the 5th day of each month.

Remit to Address

Dallas County Accounts Receivable
1201 Elm Street, Suite 2300
Dallas, Texas 75202
214.653.7431

In the event any required payment is not made by Concessionaire, as required, and remains unpaid for a period of thirty (30) days or more, the County will be entitled to, and Contractor will pay to the County, either 6% interest or the rate allowed under State of Texas law on all amounts unpaid thirty (30) days past the due date until fully paid. Continued failure by Contractor to pay any delinquent amount and accrued service or other charge within ten (10) calendar days of County's written notice of such delinquency shall be a material breach hereof, and the County may, at its discretion, thereupon pursue all available remedies for the collection and cure of such breach including, but not limited to, those recited herein and provided by law.

SECURITY DEPOSIT-

For the duration of the Agreement, including any extensions or renewals, the successful Operator is required to provide a security deposit equal to two (2x) the monthly rent payment amount within ten days after the execution of the agreement via cashier or certified check (no personal checks or cash). The security deposit shall be delivered to the Dallas County Purchasing Director or their designee at:

Remit to Address

Dallas County Accounts Receivable
1201 Elm Street, Suite 2300
Dallas, Texas 75202
214.653.7431

Notwithstanding the foregoing, if at any time during the term of this Agreement, Contractor fails to make any payment due hereunder of any fee, charge or assessment (including, but not limited to, late payment charges and any and all costs of collection), and any such material default has not been cured according to the provisions of Section 13.22 hereof, then the County may make a demand upon the issuer of the security instrument or upon the cash deposit, as the case may be, for payment of the amount of the Contractor's unpaid obligation, without prior notice to Contractor. In such event, the County will require replacement of the total amount drawn and, at its option, may require Contractor to deliver a Supplemental Security Deposit to the County in an amount and in such form as the County deems necessary to protect the County against future defaults.

XXIX. 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.

XXX. 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. The initial term of this Agreement shall be for five (5) years, commencing 2020 or thirty (30) days thereafter ("Effective Date"), unless terminated earlier under any provision hereof. This Agreement may be renewed by mutual written agreement of the Parties for up to an additional one (1)-5 year period based on existing terms, conditions, Contractor's performance , pricing, and fiscal year funding availability, as evidenced by formal written approval of the Commissioners Court and Contractor (collectively the "Term "). Upon expiration of the Term of this Agreement, Contractor agrees to hold over the terms and conditions of this Agreement for such a period of time as may be reasonably necessary, but not to exceed 120 days, allow the County to re-solicit this Agreement through a competitive solicitation process.
- 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 fee 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.

XXXI. Small Business Enterprise (SBE) Program

1.1. Definitions.

- 1.1.1. The term "**Commercially Useful Function**" is defined as a business that is directly responsible for providing the supplies or services to Dallas County as required by the solicitation or request quotes, bids or proposals. A firm is considered to perform a commercially useful function when responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. A business that stocks sufficient quantities of supplies in direct inventory, held for sale or resale, to cover

anticipated future demands for the suppliers is performing a commercially useful function.

- 1.1.2. A “**Contractor**” is defined as one who participates, through a contract or any other contractual agreement in a County funded contract opportunity for work, labor, services, supplies, equipment, materials, goods or any combination of the foregoing. For purposes of this Section, a Contractor is any individual, company, or other entity seeking to do work for Dallas County regardless of the method used to procure the services or products, including but not limited to bid or solicitation. A Contractor includes but is not limited to a contractor, consultant, or vendor.
- 1.1.3. The term “**Director of Small Business Enterprise**” shall mean the Director of the County’s Office of Small Business Enterprise and/or her/his designee.
- 1.1.4. The term “**Contract Administration**” shall mean the County Purchasing Department and/or its designee.
- 1.1.5. The “**Contract Administration Supervisor**” shall mean the Purchasing Director and/or his or her designee.
- 1.1.6. **Equal Employment Opportunity Requirements.** It is the policy of Dallas County to ensure non-discrimination in the award and administration of contracts. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, disability, veteran status, religion, or sex in the performance of any Dallas County contract.
- 1.1.7. **Good Faith Effort Plan.** The plan submitted with a Submittal detailing the Respondent’s efforts to achieve the set aspirational goal or documenting the Good Faith Efforts to meet the goals for all elements the Solicitation. A Good Faith Effort Plan must be submitted with a Submittal for any Dallas County project for which goals have been established.
- 1.1.8. **Metropolitan Statistical Area (MSA).** The Dallas County MSA includes the following counties: Dallas, Tarrant, Denton and Collin.
- 1.1.9. **Small Business Enterprise.** It is the policy of Dallas County to support the growth and development of Small Business Enterprise (“SBE”) and ensure that SBEs have an equal opportunity to compete for and participate in Dallas County contracts. Thus, Dallas County Commissioners Court has created the Office of Small Business Enterprise to establish and oversee a Diversity Program to ensure that SBEs have an equal opportunity to compete for and participate in Dallas County contracts. It is Dallas County’s intent to:
 - Ensure nondiscrimination in the award and administration of Dallas County contracts;
 - Create a level playing-field on which small businesses can compete fairly for Dallas County contracts; and

- Ensure that only firms that attempt in good faith to meet the SBE good faith efforts are considered for applicable contract awards.

Consequently, the contractor shall carry out applicable requirements of the good faith effort in its proposal/bid hereunder and, if awarded the contract, the award and administration of the Contract.

1.2 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.

1.3 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.

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

- 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 deem non-responsive.**

1.4 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.

1.5 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.

1.6 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.

XXXII. Mandatory SBE Solicitation Attachments



**DALLAS COUNTY
GOOD FAITH EFFORT PLAN**

Project Name: _____ BID #: _____

Firm Name: _____

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

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

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

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

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

YES _____ NO _____ Name of staff member: _____

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

YES _____ NO _____ Date of Listing: _____

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

YES _____ NO _____

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

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



**DALLAS COUNTY
GOOD FAITH EFFORT PLAN**

Project Name: _____

BID #: _____

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

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

Officer's Signature: _____

Title: _____

Date: _____

Printed Name: _____

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: \$ _____ NCTRCA
DFWMSDC
SBE Sub Participation Amount: \$ _____ % WBCSW

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

Officer's Signature (Prime Contractor)

Officer's Signature (SBE Sub-contractor)

Printed Name (Prime Contractor)

Printed Name (SBE Sub-contractor)

Title (Prime Contractor)

Title (SBE Sub-contractor)

Date

Date

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

Table with 3 columns: Chamber/Advocacy group, Prime, Sub. Lists Greater Dallas Asian American Chamber of Commerce, Greater Dallas Black Chamber of Commerce, Greater Dallas Hispanic Chamber of Commerce, U.S. Pan Asian American Chamber of Commerce, Asian Contractors Association, Regional Black Contractors Association, and Regional Hispanic Contractors Association.



SMALL BUSINESS UTILIZATION AFFIDAVIT

It is the policy of Dallas County to involve qualified Small Business Enterprises (SBEs) to the greatest extent feasible on County's construction, procurement and professional services contracts. The County and its contractors shall not discriminate on the basis of race, age, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, Dallas County has adopted the Small Business Enterprise Policy for all County contracts.

Small Business Enterprise Participation Goals

The solicitation bidding plan establishes subcontracting goals and requirements for all prospective bidders to ensure reasonable degree of SBE meaningful business utilization and participation in County contracts. It is the goal of Dallas County that a certain percentage of work under each contract be executed by one or more SBEs. For the purposes of participation percentages, Dallas County does not include amounts paid to the prime by the sub-contractor.

The apparent proposer shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include SBEs in subcontracting opportunities. The apparent proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from SBEs may be denied award of the contract by Dallas County based on the contractor's failure to be "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