Dallas County

Request for Proposals (RFP)
Project Title: Juvenile Polygraph Testing
Solicitation Number: 2020-002-6842
Scope of Work

I. Introduction, Purpose and Intent

Dallas County is soliciting for a five-year contract with firm(s) who provide licensed professionals that will administer polygraph testing to juveniles on an as needed basis as determined by the Courts. This testing shall be conducted at different location around Dallas County with several different types of tests. Polygraph testing will be utilized by the Juvenile Probation Department for juvenile offenders who are enrolled in one of the following programs; Dallas County STARS, Outpatient STARS, Sex Offender Unit, Sex Offender Group Treatment, and Letot STARS.

II. Pre-Proposal Meeting Schedule, Questions, and Inquiries

During the solicitation process proposers are required to limit their communication regarding this project to the Contract Specialist referenced herein. A pre-proposal meeting will be held by the County whereby the proposers will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The pre-proposal meeting will be the only time when proposers and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be address to the assigned Contract Specialist.

Proposers may submit their questions electronically to Contract Specialist, Abri Sterlacci at abri-gayle.sterlacci@dallascounty.org. The County will respond to all questions by way of addendum which will be posted as part of the solicitation. The County, its agents, and employees shall not be responsible for any information given by way of verbal communication.

The pre-proposal meeting will be held at (time): 12pm on Date: March 6, 2020.
Pre-proposal Meeting Location: 900 Jackson St. Suite 680, Dallas Texas 75202

The deadline for the submission of questions is (time): 2pm on Date: March 11, 2020.

III. Proposal Submittal Requirements

Proposers must submit two (2) original copies of their proposal as well as 5 electronic copies on USB/Thumb drive.

The following documents MUST be included with proposals;
1. Current copy of polygraph examination license
2. Copy of current membership to one of the regulated agencies listed herein
3. Proof of translation capability
4. Two or Three references from current agencies using similar or same services within the last five-years, references must include;
   a. Organizational/client name/address
   b. Name of contact person
   c. Email of contact person
d. Telephone number for contact

e. Services provided to client

f. Description of proposer’s ability to fill recruitment requests

g. Description of quality of personnel provided by proposer
   i. Resumes
   ii. Licenses

h. Whether the organization/client would recommend proposer

5. Three (3) polygraph examination test sample reports with a minimum of one (1) report being an Instant Offense report.

6. Proposer shall identify all pending and prior administrative proceedings, litigation or claims which have been filed against the firm, including litigation with Dallas County, by name, case number, jurisdiction, nature of the dispute, judgments, and resolution or status.

IV. Specifications or Scope of Work

The successful proposer(s) shall furnish all insurance, licenses, permits, labor, personnel, service, supervision, documentation, reports, administration, materials, supplies, equipment, tools, pay all taxes, fuel surcharges, shipping, delivery, transportation, freight, mileages, parking, tolls, travel time, all other overhead and incidental charges (direct and indirect) necessary to provide the services outlined in this solicitation, as described herein.

All services will be provided on an intermittent as needed/requested basis only.

Service Hours: Work hours may vary depending on the needs of the department. Generally, all services under this solicitation will be performed during normal business hours of 8:00 a.m. – 4:30 p.m., Monday through Saturday, after hours and urgent requests will be scheduled or notified as necessary excluding County Holidays unless otherwise authorized. Urgent requests are considered requests that must be fulfilled within 24 hours. After hours are considered Monday through Saturday 4:30 p.m. to 9:00 p.m.

Each polygraph examiner will meet the following qualifications:

- Have a valid polygraph examiner’s license issued by the State of Texas, as required by law and must provide evidence of license with solicitation response.

- Have a minimum of two (2) years continuous experience during the last five (5) years in conducting Sexual History polygraph examinations, Instant Offense polygraph examinations, Monitoring polygraph examinations, and Special Issue polygraph examinations, with computer/digitally enhanced recording equipment.

- Polygraph examiners must provide documentation proving graduation from an accredited polygraph school recognized by the American Polygraph Association, Texas Association of Polygraph Examiners or American Association of Police Polygraphists.

- Polygraph examiner shall provide proof of be trained in conducting structured and semi-structured interviews as they apply to the treatment of sexual offenders.

- Polygraph examiner must be able to demonstrate past and current use of a recognized and validated testing format and consequential numerical scoring format.
• Must base any and all opinions concerning deception and non-deception entirely on polygraph data only.

• Must present a neutral and professional image. Customer service is of the utmost importance. Eye contact should be made with the applicant as often as possible.

• Examiners should adhere to all requirements of the laws and rules that regulate the conduct of polygraph examiners, to include the Employee Polygraph Protection Act (EPPA), Equal Employment Opportunity Commission (EEOC), American with Disabilities act (ADA), HIPAA (Health Insurance Portability and Accountability Act), and other applicable bodies of law.

• Adhere to the established Ethics, Standards of Principles and Practices of the Texas Association of Polygraph Examiners or American Association of Police Polygraphists.

• Maintain records of all polygraph examiners on-going continuing education as set out by the Texas Department of Licensing and Regulation Texas Administrative Code, Chapter 16 and make them available to Dallas County upon request.

All polygraph examiners performing polygraph examination services under this contract shall obtain and maintain active annual membership in good standing with at least one of the regulating agencies listed below throughout the term of this agreement including any annual extension. The successful proposer(s) agrees to provide copies of the documents as a part of proposal submission.

• American Association of Police Polygraphists (AAPP)
• American Polygraph Association (APA)
• National Polygraph Association (NPA)
• Texas Association of Polygraph Examiners (TAPE)

Utilize equipment which includes all computer/digitally enhanced recording channels/results. Dallas County reserves the right to approve any and all equipment being used.

Examiner must undergo a background check and must not have been convicted of an offense that directly relates to the duties and responsibilities of a polygraph examiner.

Polygraph Examiner must follow the rules set out by the Texas Department of Licensing and Regulation 16 Texas Administrative Code, Chapter 88 and Polygraph Examiner, Occupation Code, Title 10, Chapter 1703, as amended, revised and updated.

As required by State law, for a period of two (2) years from the date of a polygraph examination, the contractor shall make available at the request of the Dallas County Juvenile Department, copies of all respective reports and opinions, question sheets, polygraph charts, records of numerical scoring, audio and video recordings, or any other information or records of any polygraph examination conducted on behalf of Dallas County, that are in file, to either the departments or Dallas County Commissioners Court. All examinations will be subject to Quality Control by the Dallas County. Contractor shall have the ability to provide translation services to conduct a polygraph examination, as needed.

Types of Polygraph Examination Test Required
• Instant Offense
• Sexual History
Polygraph Examiner shall conduct polygraph examinations utilizing an appropriately structured and validated zone of comparison techniques as approved by the Dallas County Juvenile Department, other County Departments and Outside Agencies and shall evaluate all data from those techniques on the basis of the approved numerical scoring format. Contractor shall also ensure the accuracy of the examination through a system of uniform quality control procedures approved by the Dallas County Juvenile Department and other County Departments or outside agencies.

During normal business hours, proposer’s business must have either a professional answering services or employee to handle the heavy workload of examination appointment, cancellations or reschedules. Examiner will perform all pre-test preparations which shall include: Scheduling of the polygraph examination, collect and review all applicable documentation, correspond and provide updates to the appointed Department Representative, and complete all data analysis.

Examiner will conduct polygraph examinations and interviews: Collect and review all applicable forms, obtain audio recordings of polygraph examinations as directed, properly document examinations results, provide all data entries, correspond and provide updates to the appointed Department Representative.

**Polygraph Examiners Appearance**
Polygraph examiners will be neat and well groomed, and well dress in a manner consistent with standards of the professional community. Examiners must present a neutral and professional image.

**Place of Performance and Examination Testing Facility**
The successful proposer(s) business office and examination testing facility must be located in Dallas County. This will allow outpatient clients and families to schedule and undergo polygraphs locally. The proposer should also be mobile and travel to different treatment facilities including secure facilities.

All polygraph examination will be conducted at Contractor’s business office location or examination facility in Dallas County area, unless otherwise directed by the requesting department.

All polygraph examination should be administered in an environment that is free from distractions that would interfere with the applicant/examinee’s ability to appropriately focus on the issues being addressed.

Polygraph examination room(s) must be of reasonable size to hold two adult persons, all equipment, audio and video equipment, and recorder devices, used during the polygraph examination, and a desk and at least two chairs. Polygraph examination room(s) must be located in a quiet area in that outside noise would not affect the proper administration of a polygraph examination. Room(s) must be clean, neat, and free from visual and audible distractions. Room(s) shall have comfortable temperature and adequate ventilation. Polygraph examination room(s) shall provide adequate privacy of the polygraph examination being administered.
The successful proposer(s) shall be responsible for procurement office space, examination testing facility, maintenance, upkeep, safety, and liability of facilities they use for this contract. Dallas County reserves the right to inspect successful proposer’s place of business and examination testing facility at any time during the term of the contract.

**Scheduling and Authorization Procedures**
Outpatient polygraph examinations will be scheduled during normal work hours (8:00 a.m. through 4:30 p.m., Monday through Friday), after hours and urgent requests will be scheduled or notified as necessary. On occasion, when urgently needed, Contractor must be available to schedule and conduct a polygraph test within forty-eight (48) hour after notice.

Examiner shall immediately notify designated department representative of an examinee’s failure to keep appointments, lack of cooperation, or obstruction behavior, upon its occurrence but no later than the next working day, and preferably the same working day. There will be no payment made for no-show occurrence. In the event examiners is unable provide the services as scheduled, the successful proposer is required to notify Dallas County Juvenile Department immediately (within 24 hours) in writing, of the reasons for the cancellation/delays.

**Polygraph Examiner Conduct, Processes, and Questions**
Examiner shall make such inquiries of the subject's health, medical history and/or use of medications as necessary to determine his/her ability to take the examination. Polygraph examination shall not be conducted on any persons whom the examiner reasonably believes to be physically or emotionally unsuitable for testing. Pregnancy by itself is NOT a disqualifying condition. When questions arise, the examiner is to seek guidance from medical or psychological professionals as authorized by department and/or request the examiner to obtain a medical certificate from an appropriate health care provider.

Examiner shall not conduct a polygraph examination upon a subject if an unbiased examination cannot be given. In such cases, the reasons for not conducting the examination will be detailed in writing and provided to the requesting department or agency on the same business day as the examination was scheduled to occur.

Prior to the examination, the examiner shall obtain the consent of the examinee, explain the polygraph procedure, and prepare him/her for the examination. Sufficient time should be spent to ensure that the examinee has a reasonable understanding of the polygraph process and the requirement for cooperation.

Sufficient time shall be spent to discuss the issues to be tested and to allow the examinee to fully explain his or her answers. Time shall be spent to ensure the examinee recognizes and understands each question. Attempts by the examinee to rationalize should be neutralized by a pretest discussion in which the examinee demonstrates he or she understands the test questions to have the same meaning as does the examiner. Questions shall be asked in a form that would prevent a reasonable person, facing a significant issue, from successfully engaging in a rationalization process to avoid culpability. Examiner shall not express bias in any manner regarding the truthfulness of the examinee prior to the completion of testing.

An examination shall cease immediately if requested by the examinee.

Examiner shall use a validated testing technique as authorized by the Texas Board of Polygraph Examiners. Evidentiary examinations shall not materially deviate from the protocol of a validated testing technique. Where investigative examinations deviate from the format or
protocol of a validated testing technique, such deviation shall, where the test is subjected to quality control by a reviewing examiner, be noted and justified in writing. For the resolution of specific issues, each polygraph examination shall use a validated testing technique.

Questions shall be asked with clarity and distinctiveness. Questions shall be balanced in terms of length and impact for each category of questions utilized. Questions used in the assessment of truth and deception shall be preceded and followed by time intervals of not less than 20 seconds or as required by law under the Texas Board of Polygraph Examiner as authorized under the Texas Polygraph Examiner Act, Texas Civil Statutes latest revision.

When preapproved validated research supports the use of another time interval, that time span shall prevail. Examiners shall collect a sufficient number of charts so as to acquire sufficient data techniques for proper evaluation, in conformance with a validated testing technique. Standardized chart markings, recognized and utilized within the polygraph profession should be employed. Examiners shall employ quantitative or numerical scoring for all evidentiary examinations and for all specific issue investigative examinations. Examiner notes of the test evaluation shall have sufficient clarity and precision so that another examiner could read them.

**Polygraph Examination Results Reporting**

Proposer(s) shall provide to the designated department representative, a typed written report on each polygraph, within two (2) to five (5) calendar days of the test administration. Test result reports will be emailed, or delivered by established courier service.

Contractor shall provide a summarized and comprehensive report which details all findings to each applicant/examinee’s polygraph. Polygraph examinations should be divided into three sections including pretest interview, administration of the exam and post-test interview, if needed.

Polygraph examiner shall independently interpret the chart tracings and render an opinion.

All result reports will include specific statements of the examiner's opinion as to truthful, deceptive, or inconclusive nature of the examination. If the report is “deceptive”, additional explanation shall be included to indicate to which sections the applicant/examinee was deceptive. If the report is “inconclusive”, additional information shall be included such as the subject attempted controlled breathing after being repeatedly warned against doing so.

Polygraph examiner must base any and all opinions concerning deception and non-deception on substantial polygraph data only. Second examinations, scheduled at a later date than the original polygraph examination, are required for those examinees whose test results are inconclusive. The polygraph examiner shall recommend if a second polygraph examination is recommended or appropriate.

Narrative summary of any issues or concerns the polygraph examiner may have developed as a result of the examination, including questions asked by the examiner during the polygraph will be included in the report, any admissions, information changes or updates in the words of the person being examined. The results of the test must be available to the Department upon request.

All written reports, and to the extent requested, examination materials and examination responses, are to become, upon receipt by the County, the exclusive property of the County and the successful proposer will consider all information obtained and professional opinions formed confidential.
Confidentiality and Disclosure of Information
Proposer shall maintain the confidentiality of all records, information, events or circumstance which occur during the course of Proposer’s performance under the contract.

Proposer shall maintain absolute confidentiality of all polygraph information, data, and results pertaining to examinees conducted for Dallas County Proposer will only release polygraph information, data, and results to designated representative of Dallas County Juvenile Department including other Dallas County Departments and/or the Requesting Agencies utilizing this contract (when applicable). No information or data shall be release without prior written consent authority of Dallas County or Requesting Agencies. This requirement is not intended to preclude the Proposer or Examiner from complying with the requisites of state law.

Proposer will immediately report to the Dallas County Juvenile Department Legal Advisor any requests for polygraph examination or related records before they release such records to anyone outside the Dallas County Juvenile Department including other Dallas County Departments or Requesting Agencies.

Examination Records and Results Retention
Unless otherwise prohibited by law, regulation or governmental policy, Proposer shall maintain all polygraph results and records on file and accessible to Dallas County as part of this contract for a period of five (5) years from date of examination and indefinitely in capital offense at no additional cost. All test results, records, allied papers, all tapes, reports and opinions, question sheets, polygraph charts, records of numerical scoring, audio and video recordings, or any other information or records of any polygraph examination in such a manner as to preserve admissibility as evidence in a court of law. All records and results associated with polygraph examinations conducted for Dallas County or Requesting Agencies are considered the property of Dallas County or Requesting Agencies. At the expiration or termination of the contract, Proposer will return all records and information to Dallas County and requesting agencies utilizing this contract within five (5) business days of expiration or termination of contract. All results and records shall be stored in a secured storage location and remain confidential.

Polygraph Equipment and Instruments
Proposer shall provide all pertinent polygraph equipment, instruments and all associated components to perform polygraph examination. Ensure the polygraph equipment, instruments and all associated components they use are working properly when conducting polygraph examinations under this contract.

Utilize the latest industry standard polygraph equipment, instruments and all associated components Polygraph equipment, instruments and all associated components used shall be of commercial manufacture and shall have no fewer than three functioning recording channels. All polygraph equipment and instruments must be APA approved, calibrated properly, and operational, proof of calibration will be required by the County. The polygraph equipment and instruments must be designed collect physiological data from applicant/examinee. The minimum requirements are as follows:

- Respiration patterns recorded by pneumograph components.
- Thoracic and abdominal patterns shall be recorded separately, using two pneumograph components.
- Electrodermal activity reflecting relative changes in the conductance or resistance of current by the epidermal tissue.
- Heart rate, blood volume and blood pressure shall be recorded using a standard medical blood pressure cuff and sphygmograph.
• Cardiograph to record relative changes in pulse rate, pulse amplitude, and relative blood volume. Physiological recording during each test shall be continuous, and shall be of sufficient amplitude to be easily readable by the examiner and any reviewing examiner. Pneumograph and cardiograph tracings over one-half inch in amplitude will be considered of sufficient size to be easily readable.
• The polygraph shall be given a functionality or calibration test consistent with manufacturer recommendations. The functionality or calibration test shall be administered prior to all evidentiary examinations.

At a minimum, these tests shall be maintained by the examiner for no less than one year. Compliance with state and federal law shall be required.

Polygraph Equipment and Instrument Calibration
Standardized chart markings recognized and used within the polygraph profession, will be employed to annotate all calibration and examination charts. Proposer shall calibrate each polygraph instrument in accordance with following criteria to ensure the instrument is functioning properly:

• If the instrument remains stationary, all analog polygraph instrument will be calibrated at least once each week.
• If the instrument was moved subsequent to its last calibration procedures, each analog instrument will be calibrated prior to use.
• Digital polygraph instruments will be calibrated according to factory specifications and manufacturer’s recommendation.
• Calibration test shall be administered prior to all evidentiary examinations. At a minimum, these tests shall be maintained by the examiner for no less than one year. Compliance with state and federal law shall be required.
• Proposer is responsible for the maintenance, safe keeping, and integrity of their polygraph equipment and instruments
• Proposer is responsible for all maintenance and security associated with maintenance or upkeep of polygraph equipment, instruments and all associated costs
• Proposer shall maintain true and accurate records of such calibration at instrument’s location or with case files

Proposer shall maintain the records of these calibrations for no less than five (5) years.

Court Appearance and Testimony Services
The polygraph examination and results should be legally defensible in court and legal contentions. Proposer shall provide technical representative for testimony at Court or Administrative Hearings upon request to present information in court or hearing related and necessary to support the polygraph examination findings.

Polygraph examiner should be prepared to defend all procedures, tests instruments, conclusions, and recommendations if a decision based, even in part, on the polygraph examination is challenged.

V. Communication
All polygraph examiners must be available by telephone or email during normal business hours (8:00 a.m. – 4:30 p.m., Monday through Saturday) for verbal test results on examinees as needed or request by the County. There may be need for afterhours testing and/or short notice testing.
Dallas County will require availability for such instances and a two-hour acknowledgement of any services required by the County. Urgent requests are considered requests that must be fulfilled within 24 hours. After hours are considered Monday through Saturday 4:30 p.m. to 9:00 p.m.

VI. Commencement Date

The Contract shall commence on the date of award by the Dallas County and upon the execution of the Contract.

VII. Award Method

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

The County reserves the sole discretion to determine whether a solicitation response is responsive. County reserves the right to reject any or all bids and to waive minor irregularities or discrepancies in any solicitation response as may be in the best interest of County. Late proposals will not be considered for award.

VIII. Location and Invoicing

Proposers shall submit an original invoice on each purchase order after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the proposer for correction. Under term contracts, when multiple deliveries and/or services are required, the proposer may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the proposer should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Dallas County Auditor’s office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

IX. Ownership

All written reports, and to the extent requested, examination materials and examination responses, are to become, upon receipt by the County, the exclusive property of the County and the Proposer will consider all information obtained and professional opinions formed confidential.

X. Total Cost of Goods and/or Services

Proposer must complete the open lines provided in the price sheet attachments. Proposals must delineate fixed prices. The task price shall be all inclusive of expenses; travel, insurance, scheduling, support and report preparation, and other costs/expenses associated with requirements listed in this RFP.
If there is no space to provide the following information, on a separate page provide an itemized budget by each task as described in the scope of work and that the vendor is applying and a detailed explanation for all costs associated with providing the requested services. The additional pricing information must adhere to the cost breakdown below. Please note, if the required items are not completed, the proposal may be considered non-responsive and may not be considered for an award.

Historically, over the past two years Dallas County has completed approximately 2000 Juvenile Polygraph tests.

XI. Evaluation Criterion

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:

Qualifications & Experience- 30
Proposer(s) provides qualifications and experience of staff to be assigned to project. Proposer demonstrates ability to meet the qualifications and compliance requirements listed herein. Proposer demonstrates specialized experience or technical expertise in connection with the scope of services to be provided and complexity of the project, which includes a thorough description of other successful projects, that demonstrate the firm’s ability to carry out the scope of work similar to the one described in this RFP.

Organization & Project Methodology- 25
Proposer describes how the services will be provided and how they will be supported. Proposer describes the approach that the vendor will take to achieve the required services, scheduling, and coordination required for this project. Presented deliverables and timeline will be evaluated against all others.

Cost and Other Fees /Pricing- 30

Small Business Enterprise- 15

XII. Performance Measures and Contract Management

The following Performance Measures will be included but will not be limited to:

- Examiner Competency
- Polygraph test scheduling
- Timeliness
- Report Accuracy
- Compliance with standard testing procedures
- Examiner availability
- Responsiveness
XIII. Transition
In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Dallas County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Dallas County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Dallas County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

XIV. Closeout Procedures and Requirements
Upon completion or termination of contract all reports are to be provided to Dallas County and maintained by successful proposer as required by law. Any and all government furnished equipment shall be returned to the department from which it was issued.

XVI. Documents Submitted with Proposal or upon Request
1. Certificate of Interested Parties form 1295
2. Conflict of Interest Questionnaire
3. Good Faith Effort Form
4. Small Business Utilization Affidavit
5. Title VI Assurances/Compliance
6. Identification Number and Certification form W-9
7. Any other County documents as required

XV. Opening of Proposals
All proposals shall be in the office of the Procurement Department no later than the proposal due date and time shown on the RFP Signature Page.

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.

XVI. 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.

XVII. Proposal Pricing

Proposed pricing shall be firm for the entire contract, unless written notification is provided by vendor and approved by Dallas County. Any increase shall not exceed three percent annually.

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

The successful Proposer will be required to purchase, within fifteen days of award, and maintain, during the term of the contract, insurance as described in Terms and Conditions Attachment and agrees to the indemnification agreement therein and required performance and payment bond.

XIX. 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.

XX. 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.

**XXI. Late and Withdrawn Proposals**

Proposals are required to be submitted by 2pm on April 2, 2020 to the Dallas County Purchasing Department at:

900 Jackson Street, suite 680  
Dallas, Texas 75202

Dallas County Purchasing Department will not accept submittals after the due date and time and hard copy submittals are not permissible.

**XXII. Confidentiality**

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.

**XXIII. 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

**XXIV. 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.

**XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.
XXIX. 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.

XXX. 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.”

XXXI. 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 "INDEMNITIES"), 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 INDEMNITIES 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.

XXXII. 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.

XXXIII. 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.
XXXIV. Contract Award

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

XXXV. 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.