

Notice

Basic Information

Reference Number	0000383312
Issuing Organization	Dallas County
Owner Organization	Dallas County
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	2025-034-7059
Title	Information Technology Temporary Staffing Augmentation Services
Source ID	PU.AG.USA.2438.C18535276
Piggyback Solicitation	No

Details

Location	Dallas County, Texas
Purchase Type	Duration:5 years
Description	<p>Dallas County, Texas (hereinafter "County) is requesting proposals from qualified information technology staffing organizations, companies, firms, etc., to provide Information Technology Temporary Staffing Augmentation Services, to supplement Dallas County's existing IT professionals on an as-needed basis. Dallas County will not guarantee any minimum expenditure with any selected Contractor during the contract term. The required services, deliverables, and performance conditions are described in the Scope of Work.</p> <p>Dallas County's goal with this RFP is to secure a qualified and experienced Contractor who will collaborate with us to fulfill our mission to serve our internal and external stakeholders. Through several key services, we anticipate needing support from time to time to either augment our internal capabilities or accelerate existing projects. We are looking for a partner who is passionate about the mission and vision of Dallas County, and who are experts in the services outlined in this section.</p> <p>The contractor agrees to provide the County with all services outlined in the Scope of Services and work in accordance with applicable State and federal laws, rules, and regulations.</p>

Dates

Publication	04/18/2025 02:18 PM CDT
Question Acceptance Deadline	04/25/2025 02:00 PM CDT
Questions are submitted online	Yes
Closing Date	05/08/2025 02:00 PM CDT

Prebid Conference	04/23/2025 10:00 AM CDT
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Contact Information

Ahron Molina
214-653-5639
ahron.molina@dallascounty.org

Buyer Preferences, Guidelines & Requirements

General Requirements

- Insurance Required

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended
Event date	04/23/2025 10:00 AM CDT
Location	Microsoft Teams
Event Note	<p>Microsoft Teams Meeting ID: 281 701 710 294 Passcode: eq33tU2v</p> <p>Dial in by phone +1 469-208-1731,,653367844# United States, Carrollton Phone conference ID: 653 367 844#</p>

Bid Submission Process

Bid Submission Type	Electronic or Physical Bid Submission
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Pricing
Pricing
Bid Documents List

In attached document
In attached document

Item Name	Description	Mandatory	Limited to 1 file
Complete proposal submission	Attach completed proposal here	Yes	No
Mandatory SBE Forms	Attach completed SBE forms here	Yes	No
2025 W-9	2025 W-9 signed	Yes	No
Letters of reference	Letters of reference	Yes	No
Cost Sheet	Cost Sheet	Yes	No

Documents

Documents

Document	Size	Uploaded Date	Language
Terms and Conditions [pdf]	174 Kb	12/19/2024 11:16 AM CST	English
SBE Forms [pdf]	540 Kb	12/19/2024 11:17 AM CST	English
Solicitation Document [pdf]	477 Kb	04/10/2025 01:33 PM CDT	English
Attachment A - Costs Proposals [xlsx]	17 Kb	04/10/2025 01:34 PM CDT	English

Categories

Selected Categories

NIGP Categories (5)	
918	CONSULTING SERVICES
91800	CONSULTING SERVICES
962	MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)
96269	Personnel Services, Temporary Personnel Services, Temporary
209	COMPUTER SOFTWARE FOR MINI AND MAINFRAME COMPUTERS (PREPROGRAMMED)
20900	COMPUTER SOFTWARE FOR MINI AND MAINFRAME COMPUTERS (PREPROGRAMMED)
961	MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)
96100	MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)
96130	Employment Agency and Search Firm Services (Including Background Investigations and Drug Testing for Employment) Employment Agency and Search Firm Services (Including Background Investigations and Drug Testing for Employment)

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RFP TERMS AND CONDITIONS

INCORPORATION OF PROPOSAL INTO THE CONTRACT

The contents of this RFP/RFQ, and the selected Proposer's Proposal, cost, exhibits, and negotiated changes and any other attachments will be incorporated, in entirety, into the future formal Contract. This Contract constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Proposer and County and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by both Proposer and County with formal approval by the Dallas County Commissioners Court.

a) BINDING EFFECT

This Contract and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

b) FORMAL REQUIREMENTS CONTRACT NECESSARY

Proposer agrees that any Contract resulting from this RFP/RFQ and award will be the formal requirements contract between Proposer and County.

This RFP/RFQ or any resulting award does not guarantee any acceptance of products or services and does not guarantee that any purchases of products or services will be made.

c) ORDER OF PRECEDENCE

In the event there is a conflict between the documents comprising this RFP/RFQ and any resulting contracts, the following order of precedence shall govern: (i) the term/conditions in the body of any resulting Master Contract Agreement; (ii) the RFP/RFQ; and (iii) Contractor's Response. In the event that a conflict exists between any state statute or federal law the most restrictive terms shall apply.

d) FORCE MAJEURE

Neither party hereto shall be held responsible for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("**force majeure occurrence**"). Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

e) FAIR LABOR STANDARDS

Proposer shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

CONTRACT TERM

Dallas County reserves the right, upon notice to the Proposer, to extend the Term of the Contract, or any part of the Contract, for up to one hundred twenty (120) days based on the same terms and conditions upon termination or extension. This will be utilized to prevent a lapse in contract coverage and only for the time necessary, up to one hundred twenty (120) days, to enter into a new contract agreement. Proposer shall agree to assist the County with the transition planning to a different contractor.

ACCEPTANCE – REJECTION

Dallas County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the Dallas County.

COMPLIANCE WITH LAWS AND VENUE JURISDICTION

In providing Services required by this Contract, Proposer must observe and comply with all applicable federal, State, and local statutes, ordinances, rules, regulations, licenses, legal certifications, or inspections required for the Services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations.

This Contract shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas.

FISCAL FUNDING

Any agreement resulting from this RFP/RFQ will be subject to the availability of governmental fiscal funding. If such funds become reduced or unavailable, any contract agreement shall be subject to immediate modifications, reduction or termination on the expiration date or date in which the funds have been reduced or eliminated.

BEST PRICE IN THE COUNTY

If Proposer offers a lower Proposer Fee rate to any Governmental Agency or Municipality during the Term of the contract resulting from this RFP/RFQ, the County shall have the immediate benefit of such lower Proposer Fee rate.

PERMITS AND LICENSES

Proposer shall secure and pay for all fees for all necessary statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations that are required in order to perform the services stated in RFP/RFQ. Proposer shall maintain these licenses and permits in effect for the duration of this contract agreement. Proposer will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this contract agreement.

INDEMNIFICATION

To the fullest extent permitted by law contractor shall indemnify, hold harmless and defend owner, and all of its officers, directors, agents and employees, 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, to the fullest extent permitted by law, contractor shall indemnify, hold harmless and defend owner, 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 damage, 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: Awardee acknowledges and agrees that Dallas County does not have the ability under Article XI, Section 7 of the Texas Constitution to indemnify Awardee or any other third party for damages arising under this Contract.

Survival. These provisions shall survive completion, suspension, termination, expiration and/or cancellation of this Contract, or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

TAXES

Dallas County, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Texas Local Government Code § 151.309, and shall therefore not be liable or responsible to the Proposer for the payment of such taxes under this Contract.

The fees paid to Proposer pursuant to this Contract are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Contract and based upon or measured by Proposer's cost in acquiring or providing products and/or Services and related materials and supplies furnished or used by Proposer in performing its obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by Proposer.

Proposer accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by Proposer for work performed under the terms of this Contract and agrees to indemnify and save harmless the County from any such contribution or taxes or liability.

SALARIES AND EXPENSES RELATING TO THE SUCCESSFUL PROPOSERS EMPLOYEES

The successful proposer shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful proposer further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement

WITHHOLDING/RETURN OF PAYMENT

Dallas County reserves the right to withhold payment to the Contractor or to require Contractor to return payment(s) received from Dallas County in the event Contractor performance does not comply with the provision of this agreement. Contractor agrees to return any unearned amounts paid by Dallas County within thirty (30) days following the final date of the contract period or within thirty (30) days following Dallas County delivery of a notice to the Contractor that amounts paid to be returned.

PAYMENT TERMS

Invoices accompanied by detailed supplements and other backup documentations are to be submitted in arrears, after services and/or goods have been received. Dallas County payment terms are Net 30 Days after receipt of invoice. Invoices shall be verified and approved by the Dallas County Auditors Office and subject to routine processing requirements. Payment will be authorized for all services covered under this contract upon completion of services in accordance with specification requirements and inspection of the products/services covered under this contract by Dallas County authorized representative. Payments made by the County shall not preclude the right of Dallas County from thereafter disputing any items involved or billed under this contract and shall not be construed as acceptance of any part of the services and/or goods. Dallas County requires timely and accurate accounting and billing information.

ASSIGNMENT

Contractors' assures that it will not transfer or assign its interest in this Contract without prior written consent of County. Contractors' understands that in the event that all or substantially all of Awardees' assets are acquired by another entity, Contractors' is still obligated to fulfill the terms and conditions of this Contract. County approval to transfer or assign Contractors' interest in this Contract to an entity that acquires all or substantially all of Awardees' assets is subject to formal approval by the Dallas County Commissioners Court.

AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal or other alteration of this Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto with final approval by the Dallas County Commissioners Court through Court Order. Any alteration, addition or deletion to the terms of this Contract which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Contract and shall be effective on the date designated by said law.

NOTICES

Any notice to be given under this Contract shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Certified Mail (returned receipt request), postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth in the contract agreement. Such notice, demand or request shall be deemed to have been given three (3) business days subsequent to the date it was so delivered or mailed.

INDEPENDENT CONTRACTOR

Proposer, including its agents or employees, is an independent contractor and not an agent, servant, joint enterpriser, joint venture or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Contract.

SUBCONTRACTING

Proposer may not enter into agreements with subcontractors for delivery of the designated Services outlined in this Contract without prior written consent of the County, which consent shall not be unreasonably withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by the Proposer will be in writing and subject to all requirements herein. Proposer agrees that Proposer is solely responsible to County for the performance of this Contract. Proposer shall pay all subcontractors in a timely manner. County shall have the right to prohibit Proposer from using any subcontractor.

LITIGATION

In the best interest of the Dallas County, any Proposer who is currently involved, either directly or indirectly, with any litigation against or involving Dallas County may be disqualified and/or not considered for an award.

SOVEREIGN IMMUNITY

This Contract is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Contract is intended to benefit any third party beneficiary.

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. Proposer has a duty to mitigate damages.

LIABILITY FOR LOSS OF INFORMATION

In the event of loss of information or data due to negligence of Proposer or its employees, Proposer's liability for such loss shall be limited to the replacement or regeneration of the lost information or data by the methods or means deemed most suitable by Proposer for such regeneration or replacement.

TERMINATION FOR CONVENIENCE

County may terminate the Contract for convenience. County shall exercise its termination option by delivering to Proposer written notice of such termination identifying the termination date which shall be at least thirty (30) days after the date of such notice. In connection with any such termination County shall have no liability to Proposer for amounts in excess of the normal charges through the date of termination. After receipt of a notice of termination and except as otherwise directed by the County, the Proposer shall: Stop work under this Contract on the date and to the extent specified in such notice, and Complete performance of such part of the work as shall not have been terminated by such notice

Such notice of termination shall be by registered or certified mail, return receipts requested, and will be deemed given upon receipt of such notice by the other party.

TERMINATION FOR INSOLVENCY

County shall have the option to terminate the Contract in its entirety if Proposer (i) becomes insolvent or is unable to meet its debts as they mature, (ii) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (iii) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy or reorganization, (iv) shall be adjudicated a bankrupt or shall make an assignment for the benefit of its creditors generally, (v) shall apply for, consent to or acquiesce in the appointment of any receiver or trustee for all or a substantial part of its property, (vi) any such receiver or trustee shall appointed and shall not be discharged within thirty (30) days after date of such appointment.

TERMINATION FOR DEFAULT

County shall have the option to terminate the Contract, for cause: (i) for a material breach of such Contract by Proposer that is not cured by Proposer within ten (10) days of the date on which County provides written notice of breach; (ii) for a material breach of such Contract by Proposer that is not reasonably subject to cure within ten (10) days after it occurrence; (iii) if it is determined by County, that there exists a plurality of non-material breaches by Proposer that have a material adverse impact on of services. In the event that the County terminates this Contract in whole or in part, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Proposer shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.

County shall exercise its termination option by delivering the termination date which shall be at least ten (10) days from the date such termination notice is delivered to Proposer . Such notice of termination shall be by registered or certified mail, return receipts requested, and will be deemed given upon receipt of such notice by the other party.

TERMINATION FOR NON PERFORMANCE

County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a non-performance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor ten (10) days written notice.

Upon receipt of such termination notice, the Contractor shall be allowed (10) days to cure such deficiencies or non-performance issues.

MONETARY RESTITUTION

In the event the contract is prematurely terminated due to breach, non-performance and/or withdrawal by the contractor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date. In the event civil suit is filed to enforce this provision, Dallas County will seek its attorney's fees and cost of suit from the Contractor.

SEVERABILITY

If any provision of this Contract is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Contract. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

PROPOSER'S PROFESSIONAL WARRANTIES

- I. No Actions, Suits, or Proceedings: Proposer warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Proposer's ability to fulfill its obligations under this Contract. Proposer further warrants that it will notify County immediately if Proposer becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect of Proposer's ability to fulfill the obligations under this Contract.
- II. Warranty of Proposer's Capability: Proposer warrants that it is financially capable of fulfilling all requirements of this Contract and that Proposer is a validly organized entity that has the authority to enter into this Contract. Proposer warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Contract.
- III. Professional Quality: Proposer warrants to County that all materials and Services will be of professional quality conforming to generally accepted practices, and that all

Services provided under this Contract will be performed in a manner consistent with that degree of care, qualification and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such Services, then Proposer will perform all Services in a good and professional manner that meets County's goals and objectives as stated herein as well as otherwise adds value to and/or improves the performance of County's expectations, objectives and purposes as stated in this Contract. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty extends for ninety (90) business days past termination or expiration of this Contract. This warranty is limited to rework of the unsatisfactory service or product without change to the original specifications and without regard to the amount of the effort expended on the original service or work product.

ASSURANCES

- I. Proposer agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- II. Proposer assures that neither it nor its employees, volunteers, agents or officers shall receive personal benefits, commission, consideration, or gains in performance of the Services outlined in this Contract. Furthermore, Proposer agrees to disclose prior to commencement of a particular assignment any material/financial interests that it or a third party may have in the Services required under this Contract.
- III. Proposer assures that funds received pursuant to this Contract will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract.
- IV. Proposer shall pay all subcontractors in a timely manner. County shall have no liability to any subcontractors in the event Proposer does not pay or delays payment to any subcontractors. At termination or expiration of this Contract, Proposer shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Contract.
 - a. Under Section 231.006, Texas Family Code, Proposer certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any child support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Proposer hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.
 - b. Proposer certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency.

- c. Proposer assures that it shall not receive personal benefits or gains in performance of the Services outlined in this Contract. Furthermore, Proposer agrees to disclose prior to commencement of a particular assignment any material/financial interests that it or a third party may have in the Services required under this Contract.
- d. Best Efforts to Minimize Costs to County: Proposer shall use its best efforts to complete each assigned task in as economical a manner as possible and to minimize any charges incurred in connection therewith to the maximum extent possible, consistent with Proposer's other obligations under this Contract.
- e. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Proposer in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.
- f. Governmental Consent: Proposer warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Contract.
- g. Corporate Good Standing: Proposer represents and warrants that it: (i) is a corporation duly incorporated, validly existing and in good standing; (ii) has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (iii) is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on Proposer's ability to fulfill its obligations hereunder.

RECORD KEEPING AND AUDIT

Proposer, at its sole expense, must make all of its facilities and related documentation available to Dallas County or designated third party the on-site right to review, examine, and audit all financials, records, books, papers, documents, expenditures incurred, and other pertinent records or documents relating to any contract resulting from this RFP/RFQ held by Contractor, as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.

AVAILABILITY AND RETENTION OF RECORDS

All records pertaining to services delivered and all financial books, records, statistical and management books and records shall be available for examination and audit by County, Federal, State and/or the County duly authorized representatives for a period of not less than five (5) years after final payment of the Contractor's fee expenses under the Contract or until all pending County, State, and Federal audits are completed, whichever is later.

All records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Dallas County, Texas whenever the County or anyone else with audit rights requests access to the Contractor's records associated with the services covered under this RFP/RFQ. The Contractor will do so with all due speed, not to exceed five (5) business days. If any audit reveals any material deviation from the RFP/RFQ's service and specification requirements, any misrepresentation, or any overcharge to the Dallas County, the County will be entitled to recover damages, as well as the cost of the audit.

ADEQUACY OF RECORDS

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Dallas County for the services not so adequately supported and documented.

AUDIT DISALLOWANCE

If at any time it is determined by the County that a cost for which payment has been made is disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Dallas County.

CONFLICT OF INTEREST

No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render the Contract involved voidable by the Commissioners Court of Dallas County. It is the responsibility of the contractor during all phases of the Contract process to notify the County in writing of any potential conflict of interest.

Contractor covenants that neither it nor any member of its agency presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Contractor further covenants that in the performance of this contract no person having such interest shall be employed or appointed by contractor.

ANTI-KICKBACK CLAUSE

Contractor hereby certifies that it will comply with all applicable "Anti-Kickback" Laws (including (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3), and shall insert appropriate provisions in all subcontracts covering work under this Agreement

POLITICAL ACTIVITY PROHIBITED

None of the funds provided under this agreement shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

No funds provided under this agreement may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Contractor, the State of Texas, or the government of the United States.

None of the funds provided under this agreement shall be paid to any official or employee who violates any of the provisions of this section.

COLLUSION

Proposer expressly warrants and certifies that neither the Proposer nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competition in conjunction with the Proposal or Contract. This paragraph does not however, preclude two or more supplier of certain parts of the requirements from presenting a combined or joint proposal for the purpose of providing a complete Proposal.

NEPOTISM

No person (1) Who is an employee, agent, consultant, officer, or official of the contractor and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) Who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure.

NON-DISCRIMINATION/AFFIRMATIVE ACTION

This Contract is subject to applicable federal and state laws and executive orders, including the Fair Labor Standards Act of 1938, relating to equal opportunity and nondiscrimination in employment. Neither Proposer nor its agents or subcontractors shall discriminate in their

employment practices against any person by reason of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status.

Proposer agrees to comply with Title VI of the Civil Rights Act of 1964, Executive Order 11246 (Public Law 88- 352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these Acts. In addition, Proposer agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons in the United States must, on the grounds of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status, be excluded from, be denied the benefit of or be subjected to discrimination under any program or activity funded in whole or in part under this Contract.

Proposer agrees to comply and to cause its agents and subcontractors to comply, with the provisions of said laws and orders to the extent any such laws and orders are applicable in the performance of this Contract.

SECTARIAN ACTIVITY

Contractor expressly warrants and certifies that no funds under this contract are used either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

FEDERAL DEBARRED VENDORS

No products and/or services utilizing Federal funds may be procured from vendors that are listed (debarred or otherwise suspended) on System for Award Management (SAM) formerly known as the Federal Excluded Parties List. Government requirements for non-procurement suspension and debarment are contained in the OBM guidance 2CFR, part 180 that implements Executive Orders 12549 and 12689 Debarment and Suspension. Dallas County reserves the right to reject from award consideration and/or terminate any contract with any vendor found to be suspended, ineligible and/or debarred as outlined herein.

DISCLOSURE FORM CIQ

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any Proposer or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the Proposer or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Dallas County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006.

Local Government Code, A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire is included in this solicitation. By submitting a response to this request, the Proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Dallas County Clerk at 509 Main Street, 2nd Floor, Dallas, Texas 75202.

TWELVE (12) MONTH WAITING PERIOD FOR EMPLOYMENT OF CERTAIN FORMER COUNTY EMPLOYEES

In accordance with the County's Transparency Policy, any firm awarded a contract for the Procurement of goods or services shall be prohibited from hiring any individual who has previously worked for the County and in that capacity either evaluated, recommended, approved, monitored, or managed a contract involving that firm no sooner than twelve months after that individual has ceased to work for or be employed by the County. Failure to adhere to such a contractual requirement may result in the termination of the contract with the County.

AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS

Pursuant to Sec. 9.001 of the Texas Business Organization Code, non-Texas entities, including, but not limited to corporations, limited partnerships, and limited liability companies must have an application for registration filed with the Texas Secretary of State and shall provide to Dallas County a Certificate of Status issued by the Texas Secretary of State that serves as official evidence of the entity's existence or authority to transact business in Texas. To transact business with Dallas County, all entities must be in legal compliance pursuant to applicable laws, and shall provide to Dallas County evidence of said compliance.

USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS

In accordance with Article 791.025 of the Texas Government Code, governmental agencies (local, state) may request to utilize County contract by executing an interlocal agreement with Dallas County to do so. Proposers are advised that all awarded contracts may be extended, with the authorization of the Proposer, to others. If any other jurisdiction or political jurisdictions is authorized, their ordering of services/goods shall be at the prices, terms and conditions as of the results the final contract. The Contractor(s) must deal directly with that jurisdiction or political subdivision concerning the placement of orders, services, issuance of purchase orders, contractual disputes, invoicing and payment. Dallas County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your offer.

Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination, etc. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

Dallas County is indemnified against any and all claims that may arise from Interlocal Agreements entered into by the Contractor and by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Contract shall be held and construed to include any other gender any words in

the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Contract.

RFP

ATTACHMENT S
SBE PROGRAM AND FORMS



SBE LANGUAGE FOR RFP SOLICITATIONS

REQUEST FOR PROPOSAL (RFP)

7.0 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

7.1. Definitions.

- 7.1.1. The term **"Commercially Useful Function"** is defined as a business that is directly responsible for providing the supplies or services to Dallas County as required by the solicitation or request quotes, bids or proposals. A firm is considered to perform a commercially useful function when responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. Example: A business that stocks sufficient quantities of supplies in direct inventory, which is being held for sale or resale, to cover anticipated future demands for the suppliers is considered to be performing a commercially useful function.
- 7.1.2. A **"Contractor"** is defined as one who participates, through a contract or any other contractual agreement in a County funded contract opportunity for work, labor, services, supplies, equipment, materials, goods or any combination of the aforementioned. For purposes of this Section, a Contractor is any individual, company, or other entity seeking to do work for Dallas County regardless of the method used to procure the services or products, including but not limited to bid or solicitation. A Contractor includes but is not limited to a contractor, consultant, or vendor.
- 7.1.3. The term **"Director of Small Business Enterprise"** shall mean the Director of the County's Office of Small Business Enterprise and/or her/his designee.
- 7.1.4. The term **"Contract Administration"** shall mean the County Purchasing Department and/or its designee.
- 7.1.5. The **"Contract Administration Supervisor"** shall mean the Purchasing Director and/or his or her designee.
- 7.1.6. **Equal Employment Opportunity Requirements.** It is the policy of Dallas County to ensure non-discrimination in the award and administration of contracts. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, disability, veteran status, religion, or sex in the performance of any Dallas County contract.
- 7.1.7. **Good Faith Effort Plan.** The plan submitted with a Submittal detailing the Respondent's efforts to achieve the set aspirational goal or documenting the Good Faith Efforts to meet the goals for all elements the Solicitation. A Good Faith Effort Plan must be submitted with a Submittal for any Dallas County projects in which goals have been established.

7.1.8 Metropolitan Statistical Area (MSA). The Dallas County MSA includes the following counties: Dallas, Tarrant, Denton and Collin.

7.1.9 Small Business Enterprise. It is the policy of Dallas County to support the growth and development of Small Business Enterprise ("SBE") and ensure that SBEs have an equal opportunity to compete for and participate in Dallas County contracts. Thus, Dallas County Commissioners Court has created the Office of Small Business Enterprise to establish and oversee a Diversity Program to ensure that SBEs have an equal opportunity to compete for and participate in Dallas County contracts. It is Dallas County's intent to:

- Ensure nondiscrimination in the award and administration of Dallas County contracts.
- Create a level playing field on which small businesses can compete fairly for Dallas County contracts; and
- Ensure that only firms who attempt in good faith to meet the SBE good faith efforts are considered for applicable contract awards.

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

7.2 SBE Goals, Good Faith Efforts and Eligibility.

The Director of Small Business Enterprise and the Contract Administration Supervisor 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):

- a) Must be certified as an SBE by the following County approved entities: North Texas Regional Certification Agency (NCTRCA), DFW Minority Supplier Development Council and/or the Women's Business Council of Southwest, at the time of the proposal/bid submission. Other certifications are not acceptable.
- b) 51% or more owned and controlled
- c) Firm must be organized as for-profit business
- d) To be recognized by the County as a **qualified SBE firm**, as defined pursuant to Section 3 of the Small Business Act and relevant regulations, an SBE is a firm for which the gross revenues or number of employees averaged over the past three years, inclusive of any affiliates, is as defined by 13 C.F.R. Sec. 121.2; and
- e) 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.

7.3 SBE Scoring

The maximum number of points to be earned is 15 points. Self-performance and subcontracting may be used to achieve the aspirational goals and earn points.

- a) Certified SBE Prime Contractor: **5 points**
- b) Subcontracting to a Certified SBE Firm: **Up to 10 Points**
 - SBE Participation Percentage between 1% and 9.99% = **2 points**
 - SBE Participation Percentage between 10% and 19.99% = **4 points**
 - SBE Participation Percentage between 20% and 29.99% = **6 points**
 - SBE Participation Percentage between 30% and 39.99% = **8 points**
 - SBE Participation Percentage meeting or exceeding 40.00% = **10 Points**

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

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

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

7.4 Each Contractor must include with its proposal/bid, the following documents:

- Completed and signed **Good Faith Effort Plan**, executed by an authorized representative; 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.

7.7. 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.

- 7.8. **Contracting.** If awarded the contract, the Contractor agrees to be bound by the policies and guidelines set forth in the County's SBE Policy, which may be incorporated into the contract. If a conflict exists between the SBE section of the solicitation and the County SBE Policy, the language in the solicitation governs.

**MANDATORY
SBE SOLICITATION ATTACHMENTS**



SMALL BUSINESS UTILIZATION AFFIDAVIT

It is the policy of Dallas County to encourage the inclusion of qualified Small Business Enterprises (SBEs) to the greatest extent feasible on the County's construction, procurement and professional services contracts. Neither the County, nor its Contractors and their subcontractors shall discriminate on the basis of race, age, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, Dallas County has adopted the Small Business Enterprise Policy for all County contracts.

Small Business Enterprise Participation Goals

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

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

By signing below, I agree to provide Dallas County, Small Business Enterprise Department a completed copy of all required forms. I understand that, for the purpose of SBE subcontracting participation, any amounts paid to the prime from the sub-contractor should not be included in the above listed participation amount. Finally, I understand that if I fail to provide all of the required documents within five (5) business days after notification, my bid may be deemed "non-responsive" and I may be denied award of the contract.

Solicitation Number: _____

Company Name: _____

Typed or Printed Name of Certifying Official of Company

Date

Signature of Certifying Official of Company

Title



Small Business Enterprise Program Utilization Form

Solicitation/Project Name: _____ Solicitation #: _____

Firm Name: _____ Firm Phone # _____

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

Compliance Contact: _____ Phone #: _____ Email Address: _____

Is Your Firm Certified: _____ Certifying Agency: DFWMSDC _____ NCTRCA _____ WBC-Southwest _____ Other: _____

Total Bid Amount: _____ Amount self-performed: _____ Percentage self-performed: _____

Utilization Plan

List the firms that will be utilized on the project. Provide copies of correspondence.

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

Small Business Enterprise

[Records Building](#) - 500 Elm Street, Suite 0300, Dallas, TX 75202
Telephone: (214) 653-6021 | E-Mail: sbe@dallascounty.org



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

Prime Printed Name: _____ Title: _____ Signature: _____ Date: _____

For Use by SBE Office Only

SBE Compliance Officer: _____ Date: _____

SBE Notes:



Good Faith Efforts Form

The Good Faith Efforts Form must be fully completed if the aspirational goal is **not** met.

1. Did you speak with or receive assistance from a staff member in the Small Business Enterprise

Department? _____ (Y/N) Name of staff member _____

2. Did you utilize a Dallas County SBE vendor list? If not, please explain?

Vendor List Accessed	Date of Access

3. Did you provide written notice to potential SBE subcontractors, suppliers, and vendors? Written notice should include plans, specifications, subcontractor/supplier opportunities, and deadline for submission to respondent no less than 7 days before bid submission. Please provide copies of all correspondence, including accepted and rejected SBE bids or proposals, i.e. letters, memos, emails and phone calls.

Firm Name & Address	Phone #	Person Contacted & Date	Type of Work	NAICS Code	SBE Certification No.	Response to Solicitation	Bid/Quote Amount	Company Selected (Y or N)

4. If applicable, did you participate in the pre-bid meeting? _____

Small Business Enterprise

[Records Building](#) - 500 Elm Street, Suite 0300, Dallas, TX 75202
Telephone: (214) 653-6021 | E-Mail: sbe@dallascounty.org



5. Did you identify and select specific work items to be performed and/or procurement to be fulfilled by SBEs? Please subdivide total contract work into smaller portions or quantities to permit maximum active participation by SBEs.

1.	2.	3.
4.	5.	6.

6. Did you advertise in trade publications or with local advocacy organizations? The advertisement must identify and describe subcontracting opportunities in detail, including a contact person and deadlines. Please provide a copy.

Publication Name	Date of Publication

Prime Printed Name: _____ Title: _____ Signature: _____ Date: _____



**DALLAS COUNTY
SUBCONTRACTOR INTENT FORM**

To: Dallas County - Small Business Enterprise Department

Date: _____

Project Name: _____

Solicitation #: _____

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

to _____
Prime Contractor on the project

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

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

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

Total Contract Amount for prime: \$ _____

Estimated Work Start Date: _____

Sub Participation Amount: \$ _____ %

Estimated Work End Date: _____

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

Officer's Signature (Prime Contractor)

Officer's Signature (Subcontractor)

Printed Name (Prime Contractor)

Printed Name (Subcontractor)

Title (Prime Contractor)

Title (Subcontractor)

Date

Date

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

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

Solicitation Number No.: 2025-034-7059

Pre-Proposal Meeting: 4/23/2025 at 10 AM CST

Project Title: Information Technology Temporary Staffing Augmentation Services

Proposal Due Date: 5/8/2025



REQUEST FOR PROPOSAL

Information Technology Temporary Staffing Augmentation Services

Contents

I.	Introduction, Purpose, and Intent	3
II.	Scope of Work	3
III.	Evaluation Criteria.....	20
IV.	Proposal Format	20
V.	Documents Submitted with Proposal or Upon Request	22
VI.	Pre-Proposal Meeting	22
VII.	Term and Commencement Date	23
VIII.	Award Method.....	23
IX.	Opening of Proposals	23
X.	Additional Questions and Answers During and/or After the Pre-Proposal Conference.....	24
XI.	Proposal Submittal and Exception Requirements.....	24
XII.	Location and Invoicing.....	24
XIII.	Communication	25
XIV.	Review of Proposals.....	26
XV.	Proposal Pricing	27
XVI.	Insurance	27
XVII.	Discussion With Reasonably Qualified Proposals.....	32
XVIII.	Rejection or Acceptance of Proposals	32
XIX.	Late and Withdrawn Proposals.....	33
XX.	Confidentiality.....	33
XXI.	Disqualification Of Proposers	33
XXII.	Permits Required by Law	33
XXIII.	Records and Audit	33
XXIV.	Assignment of Contract.....	34
XXV.	Default by Proposer	34
XXVI.	Termination	34
XXVII.	Miscellaneous	35
XXVIII.	Indemnity.....	36
XXIX.	Selection Process	36
XXX.	Development Costs.....	36
XXXI.	Contract Award.....	36
XXXII.	Certificate of Interested Parties (Form 1295)	37
XXXIII.	Conflict of Interest.....	39
XXXIV.	Contract Provisions for Non-Federal Entity Contracts Under Federal Awards	39

I. Introduction, Purpose, and Intent

Dallas County, Texas (hereinafter “County”) is requesting proposals from qualified information technology staffing organizations, companies, firms, etc., to provide Information Technology Temporary Staffing Augmentation Services, to supplement Dallas County's existing IT professionals on an as-needed basis. Dallas County will not guarantee any minimum expenditure with any selected Contractor during the contract term. The required services, deliverables, and performance conditions are described in the Scope of Work.

Dallas County’s goal with this RFP is to secure a qualified and experienced Contractor who will collaborate with us to fulfill our mission to serve our internal and external stakeholders. Through several key services, we anticipate needing support from time to time to either augment our internal capabilities or accelerate existing projects. We are looking for a partner who is passionate about the mission and vision of Dallas County, and who are experts in the services outlined in this section.

The contractor agrees to provide the County with all services outlined in the Scope of Services and work in accordance with applicable State and federal laws, rules, and regulations.

II. Scope of Work

Dallas County is seeking proposals from an experienced qualified firm for Information Technology (IT) Temporary Staffing Augmentation services to establish a five-year service price agreement. The selected provider will be responsible for supplying skilled IT professionals on a temporary basis to supplement Dallas County’s existing IT workforce and support various projects and initiatives.

A. Contractor Qualifications

1. The Contractor shall have a minimum of five (5) years of experience providing IT staffing services to government agencies or similar organizations.
2. The Contractor shall maintain a pool of pre-screened candidates with diverse IT skills and experience levels.
3. The Contractor shall provide staffing services in compliance with all applicable federal, state, and local laws and regulations.

B. Personnel Requirements

1. The Contractor shall ensure all proposed personnel have a minimum of two (2) years of experience in their respective fields.

2. The Contractor shall ensure all personnel possess relevant industry standard certifications where applicable (e.g., PMP for Project Managers).

C. Service Requirements

1. The Contractor shall provide temporary IT staffing services in various roles, see Exhibit A – IT Staff Augmentation Job Description Summary.
2. The Contractor shall maintain a pool of qualified candidates with diverse skill sets to meet Dallas County’s varying IT needs.
3. The Contractor shall provide staff augmentation services for both short-term- (1-3 months) and long-term (3-12 months) assignments, with the possibility of extensions based on project needs and performance.
4. The Contractor shall ensure that all temporary staff provided have the necessary qualifications, certifications, and experience as specified by Dallas County for each role.
5. The Contractor shall conduct thorough background checks, and employment verification, for all temporary staff before placement.
6. The Contractor shall provide resumes of qualified candidates within three (3) business days of receiving a staffing request from Dallas County.
7. The Contractor shall ensure that personnel report to their assigned work location on the agreed-upon start date.
8. The Contractor shall provide a replacement within five (5) business days if Dallas County determines that a placed individual is unsuitable for the assignment.

D. Recruitment and Placement Process

1. The Contractor shall respond to Dallas County staffing requests within 48 hours of receipt.
2. The Contractor shall provide a minimum of three (3) qualified candidates for each position requested within five (5) business days of the request.
3. The Contractor shall ensure that selected candidates are available to start work within ten (10) business days of selection unless otherwise specified by Dallas County.
4. The Contractor shall provide a replacement candidate within five (5) business days if a placed candidate is deemed unsatisfactory by Dallas County within the first two weeks of assignment.

E. Onboarding Administration

1. The Contractor shall handle all aspects of temporary staff employment, including payroll, benefits, and tax withholdings.
2. The Contractor shall provide a dedicated account manager to serve as the primary point of contact for Dallas County.
3. The Contractor shall conduct an orientation for all temporary staff, covering Dallas County's policies, procedures, and expectations.

F. Performance Management

1. The Contractor shall conduct regular performance evaluations of temporary staff and provide feedback to both the staff member and Dallas County.
2. The Contractor shall address any performance issues promptly and work with Dallas County to resolve them or provide a replacement if necessary.
3. The Contractor shall maintain detailed records of temporary staff assignments, including start and end dates, roles, and performance evaluations.
4. The Contractor shall be capable of providing experienced and qualified temporary personnel to perform specified Task Order activities in accordance with timing requirements set forth in the Task Orders. The scope of each Contract includes staffing for the labor positions stated in Exhibit A - IT Staff Augmentation Job Description Summary.
5. The Contractor shall submit at least three (3) qualified candidate resumes to Dallas County within five (5) business days of receiving a request. Dallas County, in emergency situations, may request shorter response times and the Contractor should do their best to accommodate. Dallas County may also request a period longer than five (5) days to receive qualified resumes.
6. Pre-Interview/Pre-Screen: The Contractor shall interview and pre-screen each proposed IT Augmentation Staff candidate and verify his/her qualifications prior to presenting an individual to Dallas County. The Contractor shall be responsible for the accuracy of each proposed IT Augmentation Staff placement's work history, resume, technical skills, certifications, educational credentials, references, and all other information presented to Dallas County for review. All personnel assigned to Task Orders shall, in addition to meeting the position-specific qualifications, have good technical writing ability, interpersonal skills, and communication skills, and professionally conduct themselves.

7. The Contractor's personnel assigned via Task Order shall be supervised by Dallas County personnel regarding their day-to-day duties under the Task Order. All assigned personnel via Task Order must be available for full-time commitment to Dallas County during the term of the Task Order. Work performed under a Task Order must be conducted according to the practices delineated in the Task Order.
8. Anticipated Absences: The Contractor shall identify any dates on which the proposed IT Augmentation Staff candidate will be unavailable during the duration of the proposed task order engagement, including any planned absences, to Dallas County.
9. The Contractor shall respond with a confirmation of receipt of the Dallas County staffing request.
10. Available Pool of Candidates: The Contractor shall be capable of providing experienced and qualified professional personnel to perform specified Task Order activities in accordance with timing requirements set forth in each Task Order
11. Issuance of Task Orders: Dallas County will issue Task Orders in accordance with the procedures set forth below. As specified in each Task Order issued to the Contractor, the Contractor will provide experienced personnel who can perform the tasks described in, and who meet the qualifications listed under, the position job descriptions set forth in Exhibit A - IT Staff Augmentation Job Description Summary.
12. Work Schedule: Unless otherwise specified in a Task Order, the Contractor's personnel assigned to a Task Order shall maintain a daily and weekly work schedule consistent with Dallas County's normal business hours and work practices. Work schedules for the Contractor personnel must be approved by the Dallas County IT Hiring Manager for those personnel. The Contractor's personnel are expected to comply with all of Dallas County's rules pertaining to conduct in the workplace. No overtime premiums will be paid to the selected Contractor or its subcontractors for work that is performed after normal business hours. All hours worked during an engagement, assignment, or task order will be paid in accordance with the rate for the appropriate job title set forth in the contract agreement. The Contractor will be compensated for the actual hours worked during which services are performed, excluding lunch and breaks; and County observed holidays. Any change in the Contractor's Personnel must be approved, in writing, by the Dallas County IT Manager.
13. Task Order Selection: Dallas County will issue Task Order proposals to the Contractor, requesting personnel for specific positions. The Contractor shall submit resumes of the pre-interviewed/pre-screened candidate for each Task Order Request to the Dallas County IT Hiring Manager. The resumes must include the following information:
 - Brief Description of each candidate's experience as it relates to the requested position.

- Availability to interview (i.e. interview within three (3) business days).
 - Availability to start (i.e. 2 weeks' notice).
14. Notice of Task Order Selection: Dallas County will review submitted resumes/summaries and notify the Contractor if Dallas County is interested in the proposed personnel. Dallas County's notification will include proposed dates (usually within three (3) business days) and an interview with the Dallas County IT Hiring Manager responsible for the hire.
 15. The Contractor shall coordinate with the candidate and respond to Dallas County within three (3) business days regarding the proposed personnel's availability for the proposed calls. If the Contractor is unable to make the proposed personnel available within three (3) days of the notification, Dallas County may withdraw its invitation for phone screening/interview.
 16. Interviews: Dallas County may notify the Contractor that phone, in-person, or speed interview(s) are desired and will provide dates and times for such interview(s), which will typically be within one (1) week of the notification. Dallas County reserves the right to conduct in-person interviews at no cost to the County.
 17. The Contractor shall work with the proposed personnel and Dallas County to arrange a time for the interview(s) at Dallas County's designated location in Dallas, Texas. Once a mutually convenient date is identified, Dallas County will send a confirmation email to the Contractor.
 18. The Contractor shall be responsible for communicating with the proposed candidate and Dallas County to coordinate the interview logistics. If the Contractor cannot schedule the interview(s) within three (3) days of the notification because of the proposed personnel's unavailability, Dallas County may withdraw its invitation for the interview(s) and reject the proposed personnel from further consideration.
 19. Non-compliance with the Task Order Process. Failure to comply with the procedures and requirements in this section may result in Dallas County's rejection of proposed candidates.
 20. Referrals: The County shall have the right to refer potential candidates to the Contractor for placement in open IT Augmentation positions.
 21. Right of Refusal: Dallas County shall have the right at any time to refuse or determine unacceptable, any candidate sent by the Contractor. The Contractor's Personnel shall be immediately removed by the Contractor and prompt arrangements made for a suitable replacement candidate within three (3) business days or as determined by

Dallas County. The County shall not be required to state the reason or otherwise justify its demand.

22. Dallas County shall receive no charges or credit for any candidate removed from placement within the first three (3) business days of the task order assignment.
23. Task Order Assignment Cancellation: The County can request any task order assignment cancellation at any time at no additional cost or recourse.
24. Dallas County is currently utilizing some of the following applications. This partial list is subject to change without notice and at the County's discretion.

Application/Software	Version
Microsoft SQL Server	SQL Server 2012 or above
KRONOS	Version 6.3 or above
CRM	Version 2011 or above
Visual Studio	Version 2015 or above
Oracle	Version 10g or above
CrossMatch	Version 8.5.6.0080
AlphaCard ID Suite (PDI & DSO Badging)	Version 8.3.0 or above
Vision CAD Server/Client	Version 3.7.7
Vision Mobile Server/Client	Version 3.7.7
Microsoft .Net	Version 4.7.1
Microsoft Visual Studio Enterprise 2017	Version 15.7.5
SSRS Reporting	SQL Server 2012 or above
Microsoft .Net Framework	Version 4.7.02558
SQL Server Management Studio	Version 17.8.1
Oracle SQL Developer	Version 17.3.1
Prime Suite	Version 18
FileMaker	Version 16
JQuery	Version 3.0 or above
IIS	Version 7 or above
Bootstrap	Version 3.5 or above
.Net Framework	Version 4.5 or above
ASP .NET MVC	Version 5
.NET Core	Version 2.0 or above
CLASS	Version 7.1
OnBase	Version 15.0.2.141
Solarwinds	Version 10.2
0Idera	Version 10.2

Agile Jury	Version 4.32515
Odyssey	Version 2014.0.104
TenMast	WinTen2 or above
WebEOC	Version 8.0 or above
Lanschool	Version 8.0.1.6
Faronics - Deep Freeze	Version 8.38
Faronics – Core Workstation	Version 8.38
Math Tutor	Version 5.0
Mathletics	Version 5.611
Odysseyware	Version 2.41.1
Eduphoria	Version 2.6.6
Mimio Connect	Version 11.4
Telpas	Version 8
TestNav	Version 1.6
TxEIS	Version 3.3
TxSuite	Version 2.14.5
ESL Reading Smart/Edmentum	Version 3
Marplot	Version 5.03
CAMEOfcm	Version 4.2
ALOHA	Version 5.4.5
Percussion	version 5.x
HTML	HTML5
CSS	CSS3
Linux	Version 2.6 or above
Java	Version 1.8 or above
MySQL	Version 5.6 or above
Tomcat	Version 8.5 or above
Netbeans IDE	Version 8.x
SharePoint	SharePoint 365
Hyperion	Version 11.1.2.4
Oracle EBS	Version 12.1.3
Apache	Version 2.4 or above

25. The County shall have the right to require the removal and replacement of any personnel of the Contractor or the Contractor's subcontractors who are assigned to provide Services to the County based on experience, qualifications, performance, conduct, compatibility, and violation of County policy or any other reasonable grounds.

26. Upon notice by Dallas County, the Contractor shall furnish replacements for any personnel deemed unacceptable by Dallas County. A replacement will be requested if assigned contractor personnel do not perform the tasks as requested, has poor attendance, or has engaged in misconduct. Examples of misconduct include, but are not limited to, verbal or physical altercations, improper use of Dallas County computers or networks, excessive use of phone or computers for personal business, theft or misuse of Dallas County or other's property, or the disclosure of any confidential information.
27. The addition or promotion of any personnel to key positions within the project must be approved by the County in writing. The Contractor will replace any personnel that leave the project, with persons having at least equivalent qualifications who are approved by the County in writing.
28. County shall require Vendor, its agents, employees, contractors, or subcontractors who will have access or potentially have access to Criminal Justice Information (CJI) pursuant to this Agreement to read, execute, and fully comply with the CJIS Security Addendum in accordance with the Federal Bureau of Investigation CJIS Policy, which Addendum is attached as Attachment C to this Agreement. The CJIS Security Addendum shall be executed by Vendor and all of its agents, employees, contractors, or subcontractors performing services, supervision, work, labor, or other related activities pursuant to this Agreement before obtaining access or potential access to systems or areas processing, storing, or transmitting CJI. Furthermore, County, in its sole discretion shall make a determination based upon Texas Commission on Law Enforcement peace officer criminal history screening rules (Title 37, Texas Administrative Code, Chapter 217) to determine eligibility for systems access for Vendor and all its agents, employees, contractors, or subcontractors related to this Agreement. This shall include criminal background checks and fingerprint identification.
29. The Contractor shall perform mandatory background checks and all sound screening practices shall be done prior to the IT Augmentation Staff's -Contractor Personnel official start date, at no expense or charge to Dallas County.
30. Prior to the employment of any person under this contract, the Contractor 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 Contractor to perform employment duties within Texas and (b) all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with Dallas County. For more information on this process, please refer to the 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.
31. The Contractor shall acknowledge and agree to perform background checks on all employees and personnel providing services to the County under this contract at no additional cost to the County (at the Contractor's 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 shall be included but not limited to the following in a background check:

- 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 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 searches for all counties of residence, and a Justice of the Peace criminal records searches for all precincts of residence.
 - Federal criminal records search for an unlimited period, including National Sex Offender Public Registry Search and National Criminal Records Database
 - Current and prior address check and employee photo picture.
32. The Contractor shall ensure a background check be performed and completed seven (7) days prior to each employee or personnel providing services to the County. A copy of the E-Verify documentation and background check will be provided to the County and the County will be advised, if: 1) the background check identifies any criminal history, including but not limited to, any warrants, misdemeanor or felony convictions/indictments/arrest/pending charges, deferred adjudication or community supervision, dismissals, or outstanding traffic tickets (3 months or older); or 2) the background check identifies any discrepancy or inconsistency in the information provided, including with the Social Security number or name provided. Copies of all background check results shall be made available to the County.
33. The Contractor shall furnish the County with a completed verification certificate, Dallas County Background Check Verification Certificate (“Certificate”), signed by the Contractor containing the employee/personnel’s full legal name, full address, date the background check was performed, and date of hire by the Contractor. The Certificate should be sent to the Dallas County Contract Manager or designated representative via E-mail or in a sealed envelope marked Confidential.” The certificate must state that a background check has been performed on the employee/personnel and that the findings are satisfactory. If not satisfactory, the Certificate must state any potential problems (e.g. information discrepancies or inconsistencies, gaps in background, criminal felony, or misdemeanor convictions/indictments/arrests/

pending charges, outstanding warrants, or traffic tickets, wrong or invalid Social Security number, deferred adjudication, community supervision, etc.) discovered during the background check. Upon receipt of a Certificate identifying problems with the background check: 1) the County department requesting the personnel will assess the identified issues, pursuant to Dallas County policies and other laws and regulations; and 2) Dallas County Contract Manager will advise the Contractor whether the County or Department will permit the personnel/employee to perform the service.

34. In evaluating the Contractor's employees and providing services under this contract suitability for placement, certain County departments/divisions may require additional background checks, including but not limited to, criminal record checks and fingerprinting. These additional background check requirements do not waive any responsibility or obligation of the Contractor.
35. Section 344.310 of the Texas Administrative Code requires criminal history searches to be conducted on all personnel who may have direct unsupervised contact with youth in juvenile justice facilities and programs before being granted access to juveniles, or facilities. Contractors including their employees or individuals who are not licensed by the Texas Department of State Health Services or other state agencies must have a fingerprint-based criminal history search conducted from databases maintained by the State of Texas and the Federal Bureau of Investigations for everyone providing services under the Contractor's contract within two (2) years prior to the date of the most recent contract. Contractors including their employees providing services under this contract without a state professional license requirement must submit fingerprint-based criminal history searches through the Texas Department of Public Safety's Fingerprint Applicant Services of Texas (FAST) system. The Contractor is responsible for all costs associated with FAST fingerprint-based checks and criminal record checks.
36. For positions with access (or potential access) to Criminal Justice Information (CJI) in accordance with the Federal Bureau of Investigation CJIS Security Policy 5.3, as amended, and the Texas Department of Public Safety's CJIS Policy; or (ii) as deemed necessary, at its sole discretion by Dallas County.
37. The Contractor shall inform all employees and personnel providing services of this contract of the additional background check screening requirements. The additional background check (including fingerprinting) will be the responsibility of the Contractor.
38. The Contractor shall ensure the employee or personnel execute any necessary consents, releases, and waivers:
 - Twelve (12) months from the date the employee or personnel first started providing services to the County if the employee provided continuous services to the County.

- To allow the County or a third-party agency to collect and check the employee's background history and/or criminal history.
39. The Contractor must have the background of any employee providing services to the County re-verified:
- Twelve (12) months from the date the employee first started providing services to the County; or if there is a gap of thirty (30) days or more, in the employee providing services to the county. Upon such re-verification, the Contractor shall provide the County with another certificate.
40. All employees who perform any services for Dallas County shall have undergone the Contractor's background check and a Dallas County Background Check Verification Certificate shall be provided to the County Contract Manager.
41. The Contractor shall not assign or permit any individual to perform services for the County unless the individual has passed the background check; or it has notified the County Contract Manager of potential problems and such problems have been resolved and it will ensure that personnel are in compliance with the background check requirements throughout the Contract term, and any extensions or renewals thereto, including the duty to notify.
42. Drug testing requirements will vary for individual departments throughout the County. The County will identify if there is a drug test requirement at the time the order is placed. These tests are normally conducted randomly, on a random number of temporary employees, in safety-sensitive positions, and consist of a urine sample. Once the temporary employee fails a drug test, the temporary employee will no longer be eligible for temporary employment. The cost of this service shall be incurred by the County when requested.
43. Dallas County shall have the right to offer full-time or part-time temporary personnel a position as a permanent employee with Dallas County. If the temporary personnel accept the offer and are subsequently hired by Dallas County through a competitive hiring process after working six hundred and forty (640) billable hours or sixteen (16) weeks, payments to the Contractor shall cease on the first date of Dallas County employment. Dallas County shall not be responsible for any additional charges beyond the hourly rate for the time worked. The Contractor shall not impose any additional charges on the temporary employee, personnel resource, or Dallas County. Conversion Fees for less than 640 billable hours or 16 weeks will be based on the rates outlined in the Agreement, should Dallas County hire the temporary employee.
44. The Contractor shall pay the County a minimum of one percent (1%) quarterly rebate. The rebate will be calculated on the billable hours for the Contractor's Personnel for that quarterly period. The rebate shall be paid no later than thirty (30) days after the

end of each calendar quarter during the term of the agreement. The Contractor must remit check and any amount due in US dollars to the Dallas County Purchasing Department, 500 Elm Street., 5th Floor, Ste. 5500, Dallas, Texas. To ensure the payment is credited properly, the Contractor must identify the check as a "Rebate Revenue for RFP No," and include the total report amount, and reporting period covered.

45. The Contractor shall provide all temporary employees with timecards/time sheets designed to accurately reflect actual hours worked by each temporary employee. All hours worked will be reported on a daily or weekly basis as determined by the department hiring manager or department supervisor. The department hiring manager or department supervisor's only responsibility will be to verify dates worked, and hours worked and sign the timesheet/timecard manually or electronically. The County will pay only for actual hours worked at the designated County location. No other expenses or allowances will be paid by the County.
46. The County's culture and environment is to ensure appropriate placements. The Account Manager will be required to meet with the IT Hiring Manager. Therefore, it is highly preferred that the Account Manager and other key personnel be located in Dallas County or the Dallas-Fort Worth (DFW) Metropolitan area. Proposers shall provide three (3) recent clients managed by the proposed Account Manager. Responses shall include the date of the latest engagement, the client's contact name, phone number, and position title.
47. The Account Manager must be identified as Key Personnel subject to the County's interview and approval. Dallas County reserves the right to require a change in the Contractor's Account Manager if the assigned Account Manager is not, adequately serving the needs of Dallas County.
48. The Account Manager's responsibilities shall include but not be limited to the following:
 - Manage the day-to-day activities of the contract.
 - Be available Monday through Friday, 7:30 a.m. – 5:00 p.m., and 24/7 via telephone and email for immediate response to emergencies.
 - Facilitating disputes and resolution.
 - Respond to all inquiries from Dallas County.
 - Responsible for all coordination with Dallas County.
 - Assist in resolving billing inquiries.

- Have the capability to receive complaints by telephone, pager, or e-mail to facilitate timely corrective actions.
 - Availability to assist and support Dallas County staff with all other tasks or issues related to utilizing the contract to fulfill their staff augmentation resource needs.
 - Provide monthly usage reports.
49. The Contractor or the Contractor's Personnel shall be responsible for transportation to and from the required locations. Parking may or may not be provided and, if not, will be the subcontractor's own expense.
50. The Contractor shall provide detailed staffing reports to Dallas County IT Services monthly covering the staffing services provided. Reports should include but not be limited to the following:
- Candidate reports (candidate, start date, location, cost, etc.).
 - New engagement reports (new engagements in the reporting period).
 - Billing and invoice reports (weekly and monthly).
 - Timekeeper/Timecard report.
 - Position / Job title.
 - Conversion fees paid by Dallas County by Job Title.
 - Cumulative hours billed by Job Title.
 - Ad-hoc reports.
51. In the event the Contractor fails to deliver the services in accordance with the contract agreement, Dallas County shall have the right to terminate the contract agreement secure the services elsewhere, and deduct costs incurred as a result of such failure to deliver. If the Contractor fails to perform any combination of, but not limited to, the following, the contract agreement may be terminated without penalty immediately:
- Failure to provide personnel that meets position qualifications four (4) or more times during a twelve (12) month period.

- Failure to fill a task order more than four (4) times during a twelve (12) month period.
 - Provide personnel within the response time.
 - Replace unqualified personnel with qualified personnel in accordance with position specifications.
 - Failure to provide/answer and/or failure to resolve issues presented.
52. Dallas County may, in its sole discretion, issue a stop work order at any time during the Contract Term. Upon receipt of a stop work notice, or upon receipt of a notice of termination (for cause or convenience), unless otherwise directed by Dallas County, the Contractor shall, on the stop work date identified in the stop work or termination notice: (a) stop work, and cause its subcontractors, consultants or agents to stop work, to the extent specified in said notice; and (b) subject to the prior written approval of Dallas County, transfer title and/or applicable licenses to use, as appropriate, to Dallas County and deliver to Dallas County, or as directed by Dallas County, all materials, Data, work in process, completed work and other Dallas County Information or material produced in connection with, or acquired for, the work terminated. In the event of a stop work order, all deadlines in the contract shall be extended on a day for day basis from such date, plus reasonable additional time, as agreed upon between the parties, acting in good faith, to allow the Contractor to reconstitute its staff and resume the work.

G. Compliance and Security

1. The Contractor shall ensure compliance with all applicable federal, state, and local laws and regulations related to employment and staffing services.
2. The Contractor as the employer will be liable for violations of the Fair Labor Standards Act.
3. The Contractor shall determine the Fair Labor Standards Act (FLSA) status (exempt or non-exempt) status of the assigned temporary personnel, resources, and staff.
4. The Contractor shall maintain records required under FLSA for its employees.
5. The Contractor shall maintain appropriate insurance coverage, including workers compensation and professional liability insurance.

6. The Contractor shall ensure that all temporary staff adhere to Dallas County's security policies and procedures, including confidentiality agreements and data protection protocols.
7. The Contractor shall adhere to the Dallas County Code of Conduct which shall include but not limited to:
 - Compliant with the Dallas County's computer usage policies, and electronic mail (e-mail) policy.
 - Have good integrity and character.
 - Always dress appropriately for the position and act in a professional and courteous manner.
 - Present a neat, businesslike appearance and behave in a professional manner.
 - Can work in a complex, fast-paced, confidential, and high-pressured working environment.
 - Ability to communicate effectively using good judgment and discretion in providing interpretation, feedback, reports in a variety of data related to the job position.
 - Ability to handle sensitive materials and perform confidential duties and may be asked to sign confidentiality agreements and/or non-disclosure agreements.
8. The Contractor's personnel shall follow all security safety instructions.
9. The Contractor's personnel shall not bring visitors into the workplace or assignment site.
10. The Contractor's personnel shall be prohibited in the use or possession of the following items while working on County premises: guns, knives, other weapons, alcohol and/or control substances. Any employee and personnel violation of this policy shall be removed immediately from Dallas County facilities, building property or premises, and replaced with acceptable personnel.
11. Dallas County shall provide the Contractor's personnel on assignment with ID Badges, Keys, and Gate cards required to gain access to the sites, when applicable. All items shall be returned immediately upon expiration or termination of the task order assignment. The Contractor shall assume all the responsible and replacement cost for badges, access cards and keys not returned within twenty-four (24) hours after the

expiration or termination task order assignment by the Contractor Personnel including re-keying or programming expenses.

12. The Contractor shall establish and maintain safeguards to protect the confidentiality, integrity, and restricted availability of Confidential Information, including any personally identifiable information, in its possession according to National Institute of Standards and Technology (NIST) and the Federal Information Security Management Act (FISMA) requirements. This includes all information that is sent to and received from Dallas County and Dallas County Stakeholders. The Contractor and its subcontractors shall ensure that their respective local area networks, servers, and personal computers are secure from unauthorized access from within or outside their respective organizations. The Contractor shall not store or otherwise maintain any Dallas County Confidential Information in the Cloud without first obtaining Dallas County's written consent.
13. The Contractor shall meet and comply with all Dallas County IT Security Policies and all applicable Dallas County and National Institute of Standards and Technology (NIST) requirements and other Government-wide laws and regulations for the protection and security of Information Technology. The Contractor's security controls must be assessed against the same NIST criteria and standards as if they were a government-owned or-operated system and comply with Federal Information Security Management (FISMA) requirements.
14. The Contractor shall ensure that all data, software, deliverables, reports, or other materials (collectively "Materials") developed or conceived by the Contractor and/or documented by the Contractor in the performance of the Contract, as well as all modifications and improvements thereto and all other designs, discoveries, and inventions, are Dallas County property and shall be deemed Dallas County Information. Confidential Information made-for-hire for Dallas County within the meaning of the copyright laws of the United States. Dallas County shall be the sole and exclusive owner for all purposes for the use, distribution, exhibition, advertising and exploitation of such Materials or any part of them in any way and in all media and throughout the universe in perpetuity.
15. The Contractor shall not, without the prior written permission of Dallas County authorized personnel or Commissioners Court, incorporate Data delivered under the Contract and not first produced in the performance of the Contract unless the Contractor: (1) identifies the Data; and (2) Grants to Dallas County, or acquires on Dallas County's behalf, a license of the same scope.

H. Transition Plan and Transfer Services

1. Upon termination or expiration of the Contract, the Contractor shall cooperate with Dallas County to assist with the orderly transfer of the services provided by the Contractor to the County or New Service Provider.
2. Upon termination or expiration of the Contract, the Contractor shall cooperate with the County to assist with the orderly transfer of the services provided by the Contractor to the County or New Service Provider.
3. The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to Dallas County. Therefore, except as required by law, the Contractor shall ensure that its employees will not:
 - Access or attempt to access data that is unrelated to their job duties.
 - Access or attempt to access information beyond their stated authorization.
 - Disclosure of information includes, but is not limited to, verbal discussions, fax transmissions, electronic mail messages, voice mail communication, written documentation, “loaning” computer access codes and/or transmission or sharing of data.
 - Harm by disclosure of proprietary or confidential information and that Dallas County may seek legal remedies available to it should such disclosure occur. Further, violations of this provision may result in contract termination.
 - Share information and data obtained during the performance of the agreement and shall be considered confidential, during and following the term of the contract, and will not be divulged without Dallas County’s written consent and then only in strict accordance with prevailing laws.
 - Shall make no unauthorized reproduction or distribution of all information provided by Dallas County as proprietary and confidential.
4. “Dallas County Information” includes Information and Data provided by Dallas County to the Contractor for use in the performance of the Contract, Data that is collected, developed, or recorded by the Contractor in the performance of the Contract, including without limitation, business and company personnel information, program procedures and program specific information, and Data that is created or derived from such Data.
5. Promptly upon the expiration or termination of the Contract, or such earlier time as Dallas County may direct, the Contractor, at the direction of Dallas County, and at no additional cost to Dallas County, return or destroy all Dallas County Information,

including all copies thereof, in the possession or under the control of the Contractor. The Contractor shall not withhold any Dallas County Information as a means of resolving any dispute. To the extent that there is a dispute between the Contractor and Dallas County, the Contractor may make a copy of such Dallas County Information as necessary and relevant to resolution of the dispute. Any such copies shall promptly be destroyed upon resolution of the dispute.

6. Dallas County Information is provided to the Contractor solely for the purpose of rendering the Services, and Dallas County Information or any part thereof shall not be sold, assigned, leased, or otherwise transferred to any third party by Contractor (except as required to perform the Services or as otherwise authorized in the Contract, commingled with non- Dallas County Information, or commercially exploited by or on behalf of the Contractor, or its employees or agents. Promptly upon the expiration of the Contract term, or such earlier time as Dallas County may direct, the Contractor at no additional cost to Dallas County, return or destroy with written permission from Dallas County all copies of Dallas County Information in the possession or under the control of the Contractor or its employees or any subcontractors or their employees. The Contractor shall not withhold any Dallas County Information as a means of resolving any dispute. To the extent that there is a dispute between the Contractor and Dallas County, the Contractor may make a copy of such Dallas County Information as necessary and relevant to resolution of the dispute. Any such copies shall promptly be destroyed upon resolution of the dispute.

III. Evaluation Criteria

Proposals shall be evaluated by an evaluation committee and award consideration shall be given to the highest-ranked proposer(s). The award is subject to Dallas County Commissioners Court approval.

Criteria	Points
Qualifications	30
Experience	25
Capacity to Perform	10
Cost Proposal	20
Small Business Enterprise	15
Total Points	100

IV. Proposal Format

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

A. Letter of Transmittal

The letter of transmittal shall include the following:

1. Clearly identify the submitting organization.
2. Identify the name and title of the person authorized by the organization to contractually obligate the organization.
3. Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization.
4. Identify the names, titles, and telephone numbers of persons to be contacted for clarification.
5. Identify the tax identification number.
6. Explicitly indicate acceptance of all the General Conditions and Requirements conditions.

B. Qualifications

1. The Proposer shall provide a summary that includes the total number of employees, skills, knowledge, and company background history, federal tax ID, and the number of years providing services similar in size as outlined in the Request for Proposals (RFP).
2. The Proposer shall include names and locations of their general contractors, subcontractors, and trades to be utilized.
3. The Proposer shall provide an organizational chart and staffing plan/chart showing key personnel proposed for this solicitation. At a minimum, the diagram should identify the personnel organization, structure proposed program manager, number of proposed staff, and their roles and responsibilities.
4. The Proposer shall provide a resume (limit two pages) of each key personnel identified in the organization chart. At a minimum, the resume shall include education, experience, in the industry, experience and responsibilities on similar projects, any professional registrations, and certifications.

C. Experience

1. The Proposer shall provide a maximum five (5) page narrative description of their firm's past performance experience in delivering services outlined in this RFP. At a minimum, the narrative should describe the following items:
 - The Proposer shall describe services provided of similar size to Dallas County.

- The Proposer shall provide three letters of references currently serviced by the Proposer. Include name, title, contact information, duration of the project, dollar value, and location of the service. Dallas County reserves the right to contact references provided to solicit comments.

D. Capacity to Perform

1. The Proposer shall describe its proposed approach to Dallas County requirements and how it will perform the identified key tasks. The proposer should include a proposed schedule to deliver services including management approach, compliance, and security.

E. Cost Proposal

1. The Proposer shall complete and submit a Cost Proposal using the provided Attachment A - Cost Proposal - IT Staffing Augmentation Services.
2. The Proposer shall submit an all-inclusive annual fee schedule for years one (1) through five (5), which should account for all technical positions provided in attachment C-1 named Price Proposal. Proposers will identify their proposed billing rate for each of the benchmark positions for which they are submitting a proposal. Billing rates shall include all applicable payroll taxes, worker's compensation, and any other related charges.

V. Documents Submitted with Proposal or Upon Request

- A. Attachment S- Small Business Enterprise (SBE) forms (mandatory must be submitted with the proposal).
- B. Appendix A – Title VI Assurances/Compliance Form

VI. Pre-Proposal Meeting

- A. During the solicitation process proposers are required to limit their communication regarding this project to the Buyer referenced herein. A pre-proposal meeting will be held by the County whereby the Proposer will have an opportunity to ask the requesting department questions and/or obtain clarification. The pre-proposal meeting will be the only time when a proposer and a requesting department will communicate directly, thereafter, all communication associated with this project shall be addressed through the County's purchasing platform, Bidnet, <https://www.bidnetdirect.com/texas/dallas-county> to the assigned Buyer. The County will respond to all questions by way of addendum which will be posted as part of the solicitation. The County, its agents, and employees shall not be responsible for any information given by verbal communication.

- B. **Pre-Proposal Conference 4/23/2025, at 10:00 AM CST**, the pre-proposal meeting will be conducted online through a Microsoft Teams meeting.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 281 701 710 294

Passcode: eq33tU2v

Dial in by phone

[+1 469-208-1731,,653367844#](#) United States, Carrollton

[Find a local number](#)

Phone conference ID: 653 367 844#

VII. Term and Commencement Date

- A. This will be a five-year term contract commencing upon award by Commissioners court, upon meeting any insurance and/or bonding requirements (if applicable), and/or fully executing the contract (if applicable).

VIII. Award Method

- A. The County's intent is to award this solicitation in its **entirety**, but the County reserves the right to award in the method that is most advantageous to the County.
- B. The County reserves the sole discretion to determine whether a solicitation response is responsive. The County reserves the right to reject any or all proposals and to waive minor irregularities or discrepancies in any solicitation response as may be in the best interest of the County. Late proposals will not be considered for award.
- C. Upon expiration of the Contract, the supplier agrees to hold over under the terms and conditions of this contract for such a period of time as is reasonably necessary to re-solicit (not to exceed 90 calendar days unless mutually agreed on in writing).

IX. Opening of Proposals

- A. **Proposal reading shall be conducted on: 5/8/2025, at 2:30 pm CST** on the day the proposals are due. The reading will be conducted via a live meeting online at: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDVIOGFkZmEtZGNjNS00ZGY0LWE5NWItZmI4MGE5OWUyMzE4%40thread.v2/0?context=%7B%22Tid%22%3A%2251adcfad-72f1-479c-b28f-52412e04014b%22%2C%22Oid%22%3A%226f7e6e0d-1f84-43a8-a037-c8b93e424cb8%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&btype=a&role=a

- B. Proposals will be publicly opened in compliance with public proposal opening statutory requirements.
- C. 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.

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

- A. Firms will be required to submit additional questions presented at the pre-proposal and/or after the conference. All additional questions must be received by **4/25/2025, at 2:00 pm CST**.
- B. 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.

XI. Proposal Submittal and Exception Requirements

- A. To be considered for award, the proposal response must be submitted by **5/8/2025 at 2:00 p.m.** (CST). Responses shall be submitted electronically through Bidnet, <https://www.bidnetdirect.com/texas/dallas-county>. Although the County prefers submissions in electronic form, a respondent may elect to submit their proposal in hard copy. To submit in hard copy, the vendor may deliver or ship to: Dallas County Purchasing Department, Records Building 500 Elm Street, Suite 5500, Dallas, Texas 75202. When submitting a response in hard copy, the County requires two (2) duplicate hardcopies (one original and one copy) to be submitted.
- B. Any exceptions to the specifications/scope of work and/or terms and conditions shall be included in the solicitation response and shall appear in its own tab. Exception shall reference the page number, section, and language for which the exception is taken. The County reserves the right to reject any exception not in the best interest of the County or may lead the response to be considered nonresponsive and not considered for award.

Note: On April 27, 2020, Dallas County implemented a new public solicitation platform and will be posting all solicitations for goods, services, and construction through BidNet. Vendors seeking to do business with Dallas County will be required to register, at Bidnet, <https://www.bidnetdirect.com/texas/dallas-county>. By registering, vendors will be able to receive solicitation notices, view open solicitations, and submit their response online to desired business opportunities.

XII. Location and Invoicing

- A. The County shall pay invoices in 30 days. In order for the County to pay invoices in 30 days, the vendor's invoice must be correct, and reflect the work or goods delivered to the County. The 30 days begin when the County has received a correct invoice reflecting the work or goods delivered. If the County receives an invoice that is not correct and/or reflective of work or goods that have been delivered, the County will request a corrected invoice and the 30-day period will begin once the correct invoice has been received. All work described in the vendor invoice must have been delivered in compliance with the terms of the contract.
- B. Invoices shall be submitted monthly to the County for payment unless both parties agree to an alternative arrangement based on project milestones. Each invoice submitted for payment shall include, at a minimum, the following information:
- Name and address of the department for which services were provided.
 - Purchase order number.
 - Contact information of County staff who placed an order (name, phone number, department).
 - Date of order or Service.
 - Detailed description of each service.
 - Price goods or services (charges for all services covered by this contract are to be separately stated and explained.
 - Unit pricing.
 - Total cost of goods/services.
- C. Submitting invoices without the above information may cause delays in payment processing. Incorrect invoices or invoices sent to the wrong address will delay payment. Vendors who fail to follow these instructions risk having the contract with the County canceled.

XIII. Communication

- A. Upon release of the solicitation and during the process, vendors /firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact in relation to this solicitation with Dallas County employees, department heads, and/or elected officials. Such contact may result in the vendor being disqualified. All questions and requests for information related to this solicitation must be coordinated through Ahron Molina.

- B. All questions regarding this solicitation are to be submitted in writing to **Ahron Molina**, Dallas County Purchasing Department via Bidnet, <https://www.bidnetdirect.com/texas/dallas-county>, the County's procurement platform. If the respondent does not have access to the County's solicitation platform, the respondent may submit their questions in writing via email to ahron.molina@dallascounty.org. Please reference the Solicitation number in the subject of the email.
- C. All questions, comments, and requests for clarification must reference the solicitation number on all correspondence to Dallas County. Any oral communications shall be considered unofficial and non-binding.
- D. Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

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

XIV. Review of Proposals

- A. 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.
- B. 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.
- C. 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 the resources necessary to meet submitted claims.

- D. 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.
- E. 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.
- F. 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.

XV. Proposal Pricing

- A. Proposal pricing shall be firm for the first 12 months of the contract unless otherwise stated herein. Costs not included or calculated in the applicable unit prices as the proposal 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. Price increase(s) shall not be automatic, the proposer shall request on an annual basis a price increase which shall not exceed 5% annually as warranted. Proposer shall submit, for the County's consideration, supporting documentation that substantiates the requested price increase. Cumulative change orders and/or price increases shall not exceed 25% of the original amount awarded during the contract term. A price increase shall be mutually agreed upon by the County and Contractor. Requests for price increases and change orders shall be reviewed and considered at the County's sole discretion.

XVI. Insurance

- A. Any Contractor or Vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker's compensation/self-insured employee coverage requirements and adequate liability limitations. Within ten (10)

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

- B. Contractor at its own expense, consistent with its status as an independent contractor will carry, purchase and maintain insurance coverage, the minimum insurance coverage set forth immediately below, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the *Texas Insurance Code*, having an A.M. Best Rating of “A” or better, and in amounts not less than the following minimum limits of coverage:
- C. The policies may provide coverage, which contains deductibles or self-insured retention. Such deductibles and/or self-insured retention shall not be applicable with respect to the coverage provided to Dallas County under such policies. The Contractor shall be solely responsible for all deductibles and/or self-insured retention.
- D. All insurance required herein shall be maintained in full force and effect throughout the term of this contract, including all extensions or renewals.

Workers Compensations and Employer’s Liability Insurance or self-insured employee in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all his employees assigned to operate or work under this Contract. In the event the Contractor elects to sublet any work, Contractor shall require Sub-Contractors to provide Workers’ Compensation Insurance for all the latter’s employees unless the Contractor affords such employees protection. Contractors shall be responsible for workers’ compensation insurance for subcontractors or sub-lessees who directly or indirectly provide service under Dallas County contract.

Workers’ Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than \$500,000:

Employers Liability - Each Accident	\$500,000
Employers Liability - Each Employee	\$500,000
Employers Liability - Policy Limit	\$500,000

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

- 1. Waiver of Subrogation
- 2. Thirty (30) day Notice of Cancellation

- E. Commercial General Liability: Contract shall maintain Commercial General Liability Insurance coverage must include the following: (a) Premises; (b) Operations; (c) Independent Contractor's Protective Liability; (d) Products and Completed Operations; (e) Medical Expense; (f) Personal and Advertising Injury; (g) Contractual Liability; (h) Broad form property damage, to include fire legal liability. Such insurance shall carry in an amount not less than One Million and 00/100 (\$1,000,000.00) for bodily injury (including death), property damage, and blanket contractual coverage per occurrence with a general aggregate of Two Million and 00/100 (\$2,000,000.00) and products and completed operations aggregate of Two Million and 00/100 (\$2,000,000.00).

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

1. Waiver of Subrogation.
2. Thirty (30) day Notice of Cancellation.
3. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees, and volunteers.

- F. Automobile Liability Insurance: Contractor shall maintain Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than Five Hundred Thousand 00/100 (\$500,000.00) Combined Single Limit of Liability for Bodily Injury and Property Damage. Such insurance is to include coverage for loading and unloading hazards. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

1. Waiver of Subrogation.
2. Thirty (30) day Notice of Cancellation.
3. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees, and volunteers.

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

1. Endorsement: Except Workers Compensation and Professional Liability, name Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage;

2. Endorsement: Provide for thirty (30) days prior written notice will be given to the County for cancellation, non-renewal or material reduction/change in coverage provided under all policies, except in cases of cancellation for non-payment, in the event of which notice shall be provided as required by state law to Dallas County;
3. Endorsement: Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss;
4. Provide for endorsement that the “other insurance” clause shall not apply to County where County is the additional insured on the policy;
5. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of the contract is satisfactorily completed and formally accepted;
6. All insurance coverage shall be on a per occurrence basis, if coverage is written on a claims-made basis, the retroactive date shall be prior to or coincide with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. The coverage shall be continuous for the duration of the contract agreement and for not less than two (2) years following the end of the contract agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the contract agreement;
7. The Contractor shall be solely responsible for the deductible and/or self-insured retention for any loss.
8. Contractor insurance policy coverage shall be written on a primary basis and non-contributory with any other insurance coverages and/or self-insurance carried by Dallas County.
9. Default/Cumulative Rights/Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract agreement are cumulative, and either Party’s use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance, or otherwise. The Contractor has a duty to mitigate damages.
10. Approval and acceptance of Contractor’s services and work by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor’s services or work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by

the County for any defect, error or omission in the services performed by Contractor in this regard;

11. The Contractor shall provide that all provisions of this contract agreement concerning liability, duty, and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies;
12. Contractor and their freight contractors must be prepared to show coverage verification prior to entering upon County premises;
13. Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of this contract agreement, or cancellation of this contract agreement or both (Dallas County Commissioners Court Order 2003-1792, September 30, 2003);
14. Insurance Certificates: The certificates of insurance shall list County as the certificate holder. Any and all copies of Certificates of Insurance shall reference any applicable (Solicitation Number, Commissioners Court Order Number, or contract number for which the insurance is being supplied). All insurance policies or duly executed certificates for the same required to be carried by Contractor under this contract agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: Dallas County Purchasing Agent located at 500 Elm Street, Suite 5500, Dallas, Texas 75202;
15. All insurance required to be carried by Contractor or subcontractors under this contract agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County shall not relieve or decrease the liability of Contractor.

H. Insurance Lapse

1. In the event successful firm fails to maintain insurance as required by this contract, successful firm shall immediately cure such lapse in insurance coverage at successful firm's sole expense and pay County in full for all costs and expenses incurred by County under this contract as a result of such failure to maintain insurance by successful firm, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to successful firm by County. Moreover, the County shall retain five percent (5%) of the value of the Contract that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The five percent (5%) retainage shall be held by County until

six (6) months after the date lapse in coverage is cured or Term of the Contract has ended or has otherwise been terminated, canceled or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance. The County shall retain the funds if a claim is received or lawsuit and use the funds to defend, pay costs of defense or settle the claim.

XVII. Discussion With Reasonably Qualified Proposals

- A. 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.
- B. 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.
- C. 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.
- D. 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.

XVIII. Rejection or Acceptance of Proposals

- A. The County reserves the right to accept or reject in part or in whole any proposal submitted. The Purchasing Agent will recommend to Commissioners Court award to the highest ranked responsive and responsible respondent as determined by the Purchasing Agent.

XIX. Late and Withdrawn Proposals

- A. All proposals must be submitted no later than the proposal due date and time established by this solicitation. Proposals arriving after the due date and time will not be accepted. Late proposals delivered by carrier will be return to the respondent unopened.
- B. A respondent has the right to withdraw their proposal prior to the proposal due date and time, thereafter, the respondent shall submit a formal request to the Dallas County Purchasing Agent requesting to withdraw their proposal.

XX. Confidentiality

- A. Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response by the respondent. County cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Respondents 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 respondent shall, upon request, immediately furnish sufficient written reasons and information as to why the information designated as a trade secret or confidential should be protected from disclosure to Attorney General of Texas for final determination.

XXI. Disqualification Of Proposers

- A. 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

XXII. Permits Required by Law

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

XXIII. Records and Audit

- A. 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.

XXIV. Assignment of Contract

- A. 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.

XXV. Default by Proposer

- A. 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.
- B. 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.
- C. 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.
- D. 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.

XXVI. Termination

- A. 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.

XXVII. Miscellaneous

- A. After executing the Contract, no consideration will be given to any claim of misunderstanding.
- B. 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.
- C. Proposers shall thoroughly familiarize themselves with the provisions of the Scope of Work and the Facilities.
- D. The County reserves the right to reject all Proposals and to waive any minor irregularities.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

- J. 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.

XXVIII. Indemnity

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

XXIX. Selection Process

- A. 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.

XXX. Development Costs

- A. 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.

XXXI. Contract Award

- A. 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.

XXXII. Certificate of Interested Parties (Form 1295)

- A. Section 2252.908 of the Texas Government Code: An Act Addressing Disclosure of Interested Parties.
- B. Effective January 1, 2016, Dallas County, must comply with the “Disclosure of Interest Parties, requirements established under Section 2252.908 of the Texas Government Code as implemented by the Texas Ethics Commission. Briefly stated, all contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or that has a value of at least \$1 million will require the on-line completion of Form 1295 "Certificate of Interested Parties", in accordance with Texas Government Code Statute §2252.908. Form 1295 is also required for all contract amendments, extensions or renewals. All business entities are required to complete and file electronically with the Texas Ethics Commission using the online filing application.
- C. **Step 1:** Business Entity completes Form 1295 in electronic format on the Texas Ethics Commission website: (<https://www.ethics.state.tx.us/filinginfo/1295/>)
- D. **Step 2:** Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download(s), print, sign(s) and notarize(s) Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form and have the form notarized.
- E. **Step 3:** At the time of submission of the solicitation to Dallas County the Business Entity must submit the completed notarized Form 1295 with the Certification of Filing with their contract (i.e.: bid, rfp, rfq, soq, etc.) to Dallas County. Upon receipt, Dallas County may proceed with the award and/or execution of the contract.
- F. **Step 4:** Not later than the 30th day after the date the contract has been signed by all parties, Dallas County must notify the Texas Ethics Commission (in electronic format) of the receipt of (1) Form 1295, and (2) the Certification of Filing.
- G. **Step 5:** Not later than the 7th business day after receipt of the above notice, Texas Ethics Commission makes the disclosure available to the public by posting the disclosure on its website.
- H. **County Offices and Departments submitting contracts to Commissioners Court for award/execution are responsible for acknowledging and filing the Form 1295.**

Definitions:

1. (a) “Contract” includes an amended, extended, or renewed contract.
2. (b) “Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.
3. (c) “Controlling interest” In accordance with the Texas Ethics Commission, Chapter 46.3(c) and applicable to Texas Government Code §2252.908 - (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
4. (d) “Interested party” (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.
5. (e) “Intermediary” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 6. (1) receives compensation from the business entity for the person’s participation; (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and (3) is not an employee of the business entity.
7. To obtain additional information on Section 2252 and to learn more about the Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website:
<https://www.ethics.state.tx.us/filinginfo/1295/>
8. Instructional Videos for Business Entities on how to file online can be found at:
<https://www.ethics.state.tx.us/filinginfo/1295/>
9. <https://www.ethics.state.tx.us/filinginfo/1295/> 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.

XXXIII. Conflict of Interest

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

XXXIV. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Contract Provisions

The following provisions apply to Federally funded procurement:

Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The proposer or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions." Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or propose for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency."

Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) **Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) **Prohibitions.**

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any

tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”
“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

The following pertains to projects that include Construction:

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed

and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the

Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

“Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be

computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”