

## Notice

### Basic Information

Reference Number	0000389323
Issuing Organization	Dallas County
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	2025-044-7069
Title	Residential Services
Source ID	PU.AG.USA.2438.C18536376
Piggyback Solicitation	No

### Details

Location	Dallas County, Texas
Purchase Type	Duration:3 years
Description	<p>Dallas County Juvenile Department is seeking proposals from licensed, experienced, and qualified service providers to establish a three-year service price agreement with two one-year renewal options to provide quality long-term residential treatment services to youth between the ages of 10 – 18 years old, who are under the supervision of the Dallas County Juvenile Department (DCJD).</p> <p><b>**BID READING LINK FOR JULY 10, 2024 @ 2:30 P.M. (CST)**</b>  <a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZThmYTkzOGYtM2VhNy00NjhILWFhNjMtZmlwNDY5NDAYNzky%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&amp;btype=a&amp;role=a">https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZThmYTkzOGYtM2VhNy00NjhILWFhNjMtZmlwNDY5NDAYNzky%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&amp;btype=a&amp;role=a</a></p>

### Dates

Publication	06/05/2025 10:51 AM CDT
Question Acceptance Deadline	06/20/2025 11:00 AM CDT
Questions are submitted online	Yes
Closing Date	07/10/2025 02:00 PM CDT

Prebid Conference	06/16/2025 02:00 PM CDT
-------------------	-------------------------

### Contact Information

Dhestini Bizer  
 214-653-7251  
[dhestini.bizer@dallascounty.org](mailto:dhestini.bizer@dallascounty.org)

### Buyer Preferences, Guidelines & Requirements

#### Participation Requirements

- Small Business Participation

#### General Requirements

- License Required

#### Award Requirements

- Reserve Rights to Award by Line Item

### Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Mandatory
Event date	06/16/2025 02:00 PM CDT
Location	via Microsoft Teams

Event Note

Microsoft Teams Need help?  
Join the meeting now  
Meeting ID: 243 910 149 292 7  
Passcode: 2Yk3ot7R  
Dial in by phone  
+1 469-208-1731,,499582406# United States, Carrollton  
Find a local number  
Phone conference ID: 499 582 406#

- Bid Submission Process
- Bid Submission Type
- Pricing
- Pricing
- Bid Documents List

Electronic or Physical Bid Submission  
Lump sum  
Lump sum

Item Name	Description	Mandatory	Limited to 1 file
SBE Questions	Mandatory Questions to be Answered	Yes	No
SBE Forms	SBE Forms Mandatory to Complete	Yes	No
RFP 2025-044-7069	Residential Services Solicitation	Yes	No
Cover Letter	Cover Letter must clearly indicate the category or categories for which the proposer is submitting a response.	Yes	No

**Additional Bidding Instructions**    The Cover Letter shall be the first page of the response and must clearly indicate which category or categories the vendor is submitting a proposal for.

Documents

Documents

Document	Size	Uploaded Date	Language
SBE_Language_for_RFP_02.2024_ATTACHMENT_S.pdf [pdf]	540 Kb	12/19/2024 11:17 AM CST	English
SBE Questions (Mandatory).xls [xls]	20 Kb	06/04/2025 12:00 PM CDT	English
RFP - 2025-044-7069 Residential Services.pdf [pdf]	858 Kb	06/04/2025 12:01 PM CDT	English

## Categories

### Selected Categories

NIGP Categories (18)	
952	<b>HUMAN SERVICES</b>
95283	<b>Summer Youth Program</b> Summer Youth Program
95206	<b>Alcohol and Drug Prevention</b> Alcohol and Drug Prevention
95292	<b>Transitional Living</b> Transitional Living
95215	<b>Case Management</b> Case Management
95262	<b>Mental Health Services: Vocational, Residential, Etc.</b> Mental Health Services: Vocational, Residential, Etc.
95291	<b>Transitional Domicile</b> Transitional Domicile
95290	<b>Training and Instruction (For Clients, Not Staff)</b> Training and Instruction (For Clients, Not Staff)
95213	<b>Big Brother, Big Sister, and Similar Type Program Services</b> Big Brother, Big Sister, and Similar Type Program Services
95288	<b>Teenage Pregnancy Services</b> Teenage Pregnancy Services
95295	<b>Youth Care Services</b> Youth Care Services
95267	<b>Parenting Intervention</b> Parenting Intervention
95265	<b>Musical Awareness Services</b> Musical Awareness Services
95205	<b>Alcohol and Drug Detoxification (Incl. Rehabilitation)</b> Alcohol and Drug Detoxification (Incl. Rehabilitation)
95278	<b>Safe Housing</b> Safe Housing
95223	<b>Court Intervention Services</b> Court Intervention Services
95274	<b>Referral Services</b> Referral Services
948	<b>HEALTH RELATED SERVICES (FOR HUMAN SERVICES SEE CLASS 952)</b>
94876	<b>Psychologists/Psychological and Psychiatric Services (Including Behavioral Management Services)</b> Psychologists/Psychological and Psychiatric Services (Including Behavioral Management Services)
924	<b>EDUCATIONAL/TRAINING SERVICES</b>
92486	<b>Vocational Training, All Types (Including Vocational Rehabilitation and Technical Education)</b> Vocational Training, All Types (Including Vocational Rehabilitation and Technical Education)

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## Courtesy Email

### Sent using email addresses

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eyshouse.org;j.anderson@triple7ranch.org;jessie.wade@rop.com;jim@northforkec.com;lullabyhousegirls@gmail.com;margaret.vacek@boystown.org;  
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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](mailto: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](mailto: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: \_\_\_\_\_

**Small Business Enterprise**

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



**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	_____	_____



Type *	Name *	Description *	Mandatory *	Values
Yes/No	SBE	Is your compa	Yes	
Yes/No	Other C	Any other cert	Yes	



## **REQUEST FOR PROPOSAL**

### **Residential Services**

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## **I. Introduction, Purpose and Intent**

Dallas County Juvenile Department is seeking proposals from licensed, experienced, and qualified service providers to establish a three-year service price agreement with two one-year renewal options to provide quality long-term residential treatment services to youth between the ages of 10 – 18 years old, who are under the supervision of the Dallas County Juvenile Department (DCJD).

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

By submitting a proposal, Respondent certifies that it understands:

- A. This RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed.
- B. The DCJD will award multiple contracts for each of the solicited service categories.
- C. Proposals received from existing contractors for the same service category of the existing contract will be disqualified from participation in the RFP process. Existing contractors must propose a service category different from the service category of the existing contract.
- D. Earning the minimum score required for contract consideration does not guarantee a contract award. The DCJD will award contracts for proposals that best meet the needs of the Department, and the youth and families that it serves.

This RFP solicitation is being conducted pursuant to Texas Government Code Chapter 262.030.

## **II. Scope of Work**

Dallas County Juvenile Department is seeking proposals from licensed, experienced, and qualified service providers to provide quality long-term residential treatment services to youth between the ages of 10 – 18 years old, who are under the supervision of the Dallas County Juvenile Department (DCJD).

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

By submitting a proposal, Respondent certifies that it understands:

- E. This RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed.
- F. The DCJD will award multiple contracts for each of the solicited service categories.
- G. Proposals received from existing contractors for the same service category of the existing contract will be disqualified from participation in the RFP process. Existing contractors must propose a service category different from the service category of the existing contract.

- H. Earning the minimum score required for contract consideration does not guarantee a contract award. The DCJD will award contracts for proposals that best meet the needs of the Department, and the youth and families that it serves.

This RFP solicitation is being conducted pursuant to Texas Government Code Chapter 262.030.

### III. Scope of Services

Dallas County Juvenile Department historically contracts with community-based providers for residential services for youth at various points on the continuum of delinquent conduct. The services provided under the residential services contracts are designed to enhance probation casework for optimal protection of the community, encourage positive development and prevent further progression of youth into the juvenile justice system. The Juvenile Department contracts with facilities that utilize proven behavior modification models to produce positive changes in youths' behavior.

The Dallas County Juvenile Department utilizes the Positive Achievement Change Tool (PACT) to determine a youth's level of risk to re-offend and identify risk and protective factors linked to delinquent behavior. The PACT is an evidence based, validated risk/needs assessment and case planning instrument for use with at-risk and delinquent youth. Assessment of criminogenic risk factors and treatment directed toward changing dynamic characteristics provides the best chance of reducing recidivism. The residential services contracts issued under this RFP will require the contractor to address the specific criminogenic needs and acute needs of the youth as identified by the PACT.

The criminogenic needs identified on the PACT include antisocial behaviors, antisocial personality, criminal associates, criminal thinking, employment/school, family, leisure/recreation, and substance abuse. In addition to criminogenic needs, the PACT identifies acute needs that require urgent attention in the following areas: current abuse/neglect, homeless/runaway, mental health issues, and sexual misconduct.

The following tables provide the **PACT criminogenic and acute needs, definitions and examples** of the programming/services that proposals should offer:

#### Positive Achievement Change Tool (PACT) Criminogenic & Acute Needs

**Criminogenic Needs:** *Dynamic* (changeable) factors that contribute to a youth's risk of reoffending. Addressing these needs is critical to reducing recidivism and promoting long-term behavior change.

Need	Definition	Example
<b>Antisocial Behavior</b>	Actions that violate societal norms and potentially harm others. This can range from minor rule-breaking to serious criminal acts.	Programs addressing this need might focus on teaching prosocial behavior, conflict resolution, and impulse control.
<b>Antisocial Personality</b>	A pattern of behavior characterized by a lack of respect for others' rights, deceitfulness, impulsivity,	Programs should aim to provide interventions that promote empathy, emotional regulation, and accountability.

	irritability, and a lack of remorse.	
<b>Criminal Associates</b>	The influence of peers who engage in criminal activities.	Programs should foster positive peer relationships and networks, encouraging youth to build social connections that support law-abiding behavior.
<b>Criminal Thinking</b>	Thought patterns that justify or support criminal behavior, such as rationalizing harmful actions or normalizing illegal activities.	Programs can offer cognitive-behavioral therapy (CBT) or similar approaches to challenge and reframe these thought processes.
<b>Employment/School</b>	Engagement in education or employment can provide stability, skills, opportunities, and reduce criminal behavior.	Programs addressing this need should help youth develop vocational skills, attain education, and find employment.
<b>Family Relationships</b>	The quality of relationships and structure within the family is crucial. Strong, supportive family dynamics can encourage positive behavior changes.	Programs should focus on family therapy or support systems that improve communication and stability within the home.
<b>Leisure/Recreation</b>	Engagement in structured, positive activities such as hobbies, sports, or community involvement can reduce the likelihood of reoffending by giving youth a sense of purpose and belonging.	Programs should encourage participation in prosocial recreational activities.
<b>Substance Abuse</b>	The misuse of drugs or alcohol, which can impair judgment and lead to criminal behavior.	Programs should provide substance abuse treatment and support, teaching youth coping mechanisms to avoid reliance on substances.

**Acute Needs:** Urgent needs that must be addressed immediately to stabilize the youth before focusing on criminogenic needs.

Need	Definition	Example
<b>Current Abuse/Neglect</b>	Youth experiencing physical, emotional, or sexual abuse, or neglect, need immediate protection and care.	Programs should collaborate with child protective services and provide trauma-informed care to address the effects of abuse.
<b>Homeless/Runaway</b>	Stability in living conditions is crucial.	Programs should ensure youth have access to safe and supportive housing before addressing longer-term needs.
<b>Mental Health</b>	Mental health issues that may contribute to criminal behavior must be addressed through therapy and psychiatric support.	Programs should provide access to mental health treatment to help youth manage these challenges.

<b>Sexual Misconduct</b>	Unaddressed instances of sexual misconduct.	Programs should prioritize interventions that target these behaviors, offering specialized therapy and support to prevent further incidents
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#### IV. Mandatory Requirements

Respondents must meet the following qualification requirements in order to participate in the RFP evaluation process.

- A. Respondents must have a minimum of three (3) years' experience providing the proposed or similar services.
- B. The proposed facility must presently hold an appropriate license or certification from the Texas Health and Human Services Commission (THHSC), Texas Juvenile Justice Department (TJJD), functionally equivalent agencies in other states, or from agencies or individuals that presently contract with the Juvenile Department that are certified by the Dallas County Juvenile Board or other Texas County Juvenile Boards.
- C. Respondents must be in good standing with the Texas Comptroller's Office.
- D. Respondents must be in good standing with the Office of the Texas Secretary of State.
- E. Respondents must not be listed on the System for Award Management's (SAM) Excluded Parties List System (EPLS).
- F. Respondents must not have current or pending litigation involving Dallas County.
- G. Respondents must be eligible to receive grant funds as reimbursement for services rendered.
- H. The respondent must not currently have an existing residential services contract with DCJD for the proposed service category for this RFP.

Any proposal that fails to meet the mandatory requirements (pass/fail) stated above will not be evaluated or given no further consideration.

#### V. Solicited Services

Through RFP No. 2025-XXX-XXXX, the Juvenile Department is soliciting the following types of residential services to utilize as treatment options for juveniles involved in the juvenile justice system:

- A. Chemical Dependency Treatment Facility;
- B. Child Placing Agency (for therapeutic foster care);
- C. Psychiatric Residential Youth Treatment Facility;
- D. Residential Treatment Center;
- E. Transitional Living Program; and
- F. Vocational/Trade School.

A review of the Juvenile Department's placement process over the past several years revealed the following needs and characteristics of hard-to-place juveniles:

**FEMALES**

- A. Substance Abuse Treatment specifically targeting the use of opiates and/or inhalants;
- B. Substance Abuse Programming/Dual Diagnosis;
- C. Substance Abuse Treatment with an On-Campus Education Component;
- D. Sex Offender Treatment;
- E. Dialectical Behavioral Therapy (DBT);
- F. Child Placing Agency (Foster Care Services);
- G. Fire Setters;
- H. Transitional Living Program Component;
- I. Services for Special Needs Clients with Low IQ;
- J. Highly Structured Programs for Aggressive Females;
- K. Treatment services for Females with High Psychiatric Needs;
- L. Non-secure Programs for Pregnant Girls;
- M. Mother/Baby Programs for Female Juveniles and their Babies; and
- N. Previous failed placements.

**MALES**

- A. Substance Abuse Treatment specifically targeting the use of opiates and/or inhalants;
- B. Substance Abuse Programming/Dual Diagnosis;
- C. Substance Abuse Treatment with an On-Campus Education Component;
- D. Highly Structured Programs for Aggressive Males;
- E. Services for Special Needs Clients with Low IQ;
- F. Dialectical Behavioral Therapy (DBT);
- G. Child Placing Agency (Foster Care Services);
- H. Fire Setters;
- I. Transitional Living Program Component;
- J. Treatment for males aged 12 and under;
- K. Treatment services for Males with High Psychiatric Needs; and
- L. Previous failed placements.

The goal of the DCJD is to procure appropriate and quality services to reduce juvenile delinquency, increase offender accountability and rehabilitate juvenile offenders.

**VI. Scope of Services and Deliverables**

**Roles and Responsibilities shall include but not be limited to the following:**



## **6.1 SERVICE LEVELS**

- a. Proposals will be accepted for Texas Department of Family and Protective Services (TDFPS) Service Levels (Basic, Moderate, Specialized, Intensive, Intense Plus) as adopted by the State of Texas Health and Human Services Commission (HHSC).
- b. Under the terms of the contract, the Juvenile Department will require that all service providers fully comply with all indicators for the service levels for which they are contracting. Facilities may be monitored for service levels by THHSC (or their agents), Texas Juvenile Justice Department or the Juvenile Department. The Juvenile Department will limit payment to rates for service levels for which all indicators are not being met. The Service Level will be specified by mutual agreement at the time of the youth's admission.

## **6.2 REIMBURSEMENT RATE STRUCTURE**

- a. Residential services contracts will be funded from the Juvenile Department's General Administration--5110 budget, and grants provided by the Texas Juvenile Justice Department.
- b. The reimburse rate structure for Chemical Dependency Treatment Facility, Child Placing Agency (for therapeutic foster care), Residential Treatment Center, Transitional Living Programs, Vocational/Trade School contracts awarded under this RFP shall, at a minimum, be consistent with the rate structures developed by the Texas Health and Human Services Commission (HHSC) for the 24-Hour Residential Child Care (Foster Care) programs operated by the Department of Family and Protective Services (DFPS).
- c. The reimburse rate structure for Psychiatric Residential Youth Treatment Facility (PYRTF) awarded under this RFP shall be negotiated on a case-by-case basis, considering the treatment needs of each individually referred youth.
- d. The reimbursement rate structure for all contracts awarded under this RFP shall remain fixed as set forth in the executed contract for the entirety of the contract term. Thus, rate adjustments will only be addressed during the performance evaluation/contract renewal periods.
- e. The established per diem shall cover all expenses related to services specified in Section III, K. Proposed Minimum Services by Service Level of the respondent's proposal.
- f. The cost for GED Testing, drivers' license, and identification cards are included in the youth's placement cost.
- g. The Contractor will be responsible for applying locally for Medicaid certification on each youth. The Dallas County Juvenile Department will only reimburse the Contractor or health care providers for medical expenses if the child does not qualify for Medicaid. In

such cases, reimbursement will be made to the Contractor or health care provider at the current Medicaid rate for the service provided.

- h. Regarding secure facilities, Dallas County will reimburse the Contractor or health care provider at the current Medicaid rate for medical, dental and psychiatric services/treatment that exceed those accounted for in the per diem rate.
- i. If a Client requires psychiatric hospitalization, the Dallas County Juvenile Department will reimburse the Service Provider for placement costs up to ten (10) days after the Client is admitted into the hospital. If the Client is not stabilized and unable to return to the facility at the end of the ten (10) day period, the facility shall provide a discharge summary, including support documentation from the hospital indicating the Client's diagnosis, current condition, contact information (for hospital, attending psychiatrist, case manager) to the probation officer. In such cases, the discharge status shall be an Administrative Discharge and will be reviewed by Administration for approval on a case-by-case basis. Juvenile Department shall be responsible for the Client's discharge from the medical and/or psychiatric hospital and transportation back to Dallas County. Service Provider must notify the Dallas County Juvenile Department immediately upon the client being admitted into a psychiatric and/or medical hospital so that the Dallas County Juvenile Detention Superintendent can be notified, and transportation arrangements be made promptly, if client is not stabilized in ten (10) days. The probation officer shall provide written notification of the transportation arrangements, and the Service Provider shall ensure that all of the Client's belongings are packed and available for pick up by the Dallas County Juvenile Department according to the transportation arrangements provided by the probation officer.
- j. The Dallas County Juvenile Department does not expect the Service Provider to retain the space if the Client does not return to the facility within ten (10) days of admission into a medical and/or psychiatric hospital. In no event will the facility be entitled to reimbursement from the Dallas County Juvenile Department for a space occupied by another Client on the same day.
- k. The Service Provider must obtain written documentation of the approval of the Client's probation officer for any overnight stay away from the residential facility unless it is considered part of the Service Provider's rehabilitation program. Prior written approval must also be received and documented for any home visit. In the event of an emergency overnight-stay, Service Provider shall obtain written approval from the Client's probation officer within 72 hours of the Client departing from the facility.

### **6.3 LENGTH OF STAY**

The length of stay in residential facilities is based on the individual needs of the youth. However, the standard lengths of stay for Dallas County residential contracts are as follows:

a.	Chemical Dependency Treatment Facility:	6 - 9 Months
b.	Child Placing Agency (for therapeutic foster care):	6 Months
c.	Psychiatric Residential Youth Treatment Facility:	9 – 12 Months
d.	Residential Treatment Center:	6 - 9 Months
e.	Sex Offender Treatment:	9 - 12 Months

f.	Transitional Living Program:	6 Months
g.	Vocational/Trade School:	9 - 12 Months

#### **6.4 UTILIZATION REVIEWS**

Under the terms of the contract, the Juvenile Department will conduct utilization reviews to determine the impact of treatment on the Youth. The reviews will be conducted in intervals of 45, 60 or 90 days with the first review occurring 90 days after admission. Based on the outcome of the utilization review, the Juvenile Department may recommend one of the following actions:

- a. Continue in current placement until projected discharge date;
- b. Continue in current placement beyond projected discharge date;
- c. Discharge from current placement facility before projected discharge date;
- d. Placement in a less restrictive environment;
- e. Placement in a more restrictive environment;
- f. Continue at current billing level of care;
- g. Decrease billing level of care (to specified level of care); and
- h. Increase billing level of care (to specified level of care).

#### **6.5 MINIMUM COMMUNICATION REQUIREMENTS**

The following communication requirements are considered mandatory for Dallas County residential services contracts and will be required of all agencies that are selected for contract award.

- a. Initial (Preliminary) Individualized Treatment Plan - Each individual Youth placed with Contractor shall have a written initial individualized treatment plan (ITP) completed by the appropriate Contractor staff within seventy-two (72) hours of the time of admission to placement. A copy of the initial ITP must be received by the Juvenile Department's placement specialist and the probation officer within ten days of the time of admission.
- b. Full (Master) Individualized Treatment Plan - A full ITP shall be completed by the appropriate Contractor staff with input from the Youth and the Youth's probation officer within forty-five (45) days of the date of admission. A copy of the full ITP must be received by the Juvenile Department's placement specialist and the probation officer within ten (10) days of its completion.
- c. The full ITP shall contain the reasons why the placement will benefit the Youth; shall give an estimate of the length of time the youth will remain in care; shall specify behavioral goals and objectives being sought for each Youth; shall state how the goals and objectives are to be achieved (the "Services") in Contractor placement; shall provide specific instructions for staff; shall provide a transition plan; and shall provide documentation of the plan having been shared with the youth and the youth's parents or managing conservator to assist in preventing or controlling the Youth's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code

and the youth's care to date. The ITP shall be structured to meet all treatment goals within the timeframe stipulated at the time of admission.

- d. Full (Master) Individualized Treatment Plan Review - A review of the full ITP must be conducted at reasonable intervals, not to exceed ninety (90) days, and copies must be received by the Juvenile Department's assigned probation officer within ten (10) days of the date of completion. The ITP review shall include the evaluation of the services to date, that have been provided to the youth in each domain or function; and shall identify any additional need for special services or programs that has arisen since the previous service plan was developed.
- e. Monthly Progress Reports – A monthly progress report, in a format approved by the Juvenile Department, must be completed on the youth for each calendar month that the youth is in placement at the facility. The purpose of this report is to identify youth's progress or lack of progress on specified goals and objectives addressed in the treatment plan. The monthly progress report and copies of all incident reports for the reporting period shall accompany the contractor's reimbursement request for the respective month.
- f. Pre-Discharge Summary - For youth who are projected to successfully discharge the Contractor's facility, the Contractor must provide the Juvenile Department with a pre-discharge summary, in no later than thirty (30) days prior to the projected discharge date. The summary must be in a Juvenile Department approved format. The language should support the discharge recommendation. The document must be legible and signed by appropriate facility staff.
- g. Unsuccessful Discharge Reports - Contractor shall complete the Juvenile Department Discharge Report, attach all incident reports relevant to the decision to discharge the Youth and provide these to the probation officer at the time of discharge.
- h. Incident Reporting - If a Youth in placement at Contractor facility makes an unauthorized departure, becomes seriously injured or ill, commits a penal code violation, or is involved in an incident that Contractor believes seriously jeopardizes continued placement, Contractor shall immediately notify the Juvenile Department's contracts manager, Youth's probation officer, the probation officer's supervisor, if the probation officer is not available or, if not during regular Juvenile Department business hours, the Juvenile Department's Intake Screening Unit at (214) 698-4313. Contractor shall also ensure that the Youth's parents/guardian and, when appropriate, other authorities, including the Texas Department of Protective and Regulatory Services, functionally equivalent agencies in other states, and/or local law enforcement officials, are notified by phone. When notifying the parents/guardians of an incident, the Contractor shall include the name of the staff member who notified the parent and the specific date(s) and time(s) when the notification happened.

The following clarifications pertain to reportable incidents:

- a. Seriously injured or ill is defined as any illness or injury sustained accidentally, intentionally or recklessly or otherwise that requires medical treatment beyond basic first aid up to and including hospitalization.

- b. Medical Treatment is defined as medical care, including diagnostic testing (e.g., x-rays, laboratory testing, etc.), performed or ordered by a physician or physician assistant or performed by a licensed nurse practitioner, emergency medical technician, paramedic, registered nurse (RN), or licensed vocational nurse (LVN) according to their respective licensure.
- c. Any “delinquent conduct” that the Contractor considers will seriously jeopardize continued placement is defined by the Juvenile Justice Code as conduct, other than a traffic offense, which violates a penal law of the state of Texas and is punishable by imprisonment or by confinement in jail; or a violation of a reasonable and lawful order which was entered by a juvenile court. In general, juvenile delinquency under Texas law results from either violation of the Texas Penal Code or violation of conditions of probation.
- d. If a Youth alleges youth abuse, or abuse is suspected for any reason, it must be immediately reported by Contractor following all procedures outlined above (Section 5.5.h.).
- e. The Contractor shall forward a written incident report regarding the above on a Juvenile Department approved Serious Incident Report form to the Youth's probation officer within two (2) working days.
- f. The Contractor shall forward copies of all reports made to law enforcement, TJJD, TDFPS, TDSHS, or functionally equivalent agencies in other states, to the Juvenile Department within two (2) working days.
- g. The Contractor shall disclose any findings of its own internal investigations of Serious Incidents or any Abuse, Neglect, or Exploitation Incidents to the Juvenile Department within two (2) working days. Contractor agrees to provide the Juvenile Department with a sexual victimization report in a format approved by the Juvenile Department, upon request of the Juvenile Department.
- h. The Contractor will notify the Juvenile Department’s Contract Services in writing within two (2) working days of any pending allegations of abuse or other investigations involving Contractor facility staff and/or that may impact Contractor facility licensing.
- i. Copies of all reports and forms required in this section are to be maintained in the Contractor case file of the Youth and available for review at the request of Dallas County.
- j. Penalties for delinquent reporting may include withholding of payments until such time as all reports are received, or cancellation of the Contract, with no obligation to pay for undocumented Services.

## **6.6 MEDIA POLICY**

Contractor shall comply with the Juvenile Department’s Media Policy, which prohibits public access to case records and to any information which might lead to public disclosure of the identity of Clients on probation or in custody.

- a. In accordance with the Texas Family Code and national standards, neither the Dallas County Juvenile Department nor the Juvenile Courts permit public access to case records or to any information which might lead to public disclosure of the identity of children on

- probation or in custody. However, in the interest of public awareness and education, the Court may approve access to Media Representatives from established News Media Organizations. Such access is granted at the discretion of the Court only after the Media Representative and the News Media Organization agree to withhold names, addresses, photographs, tapes or other information which might publicly identify a child.
- b. Requests for interviews and/or any form of media contact with youth participating in services offered under the Dallas County Juvenile Department's non-residential services contract must be processed through the youth's assigned probation officer or the probation officer's supervisor. The contractor is responsible for obtaining written authorization from the Juvenile Department, as well as the Juvenile Court, prior to allowing media access to program participants. This includes efforts to publicize events and/or services offered by the contractor.

## **6.7 PRISON RAPE ELIMINATION ACT (PREA)**

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning. Compliance obligations for both entities include, but are not limited to, the following:

- a. Obligations of Dallas County:
- i. Dallas County must include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
  - ii. Dallas County will perform an annual audit, at no cost to Contractor, to ensure continued compliance with the PREA.
- b. Obligations of the Contractor:
- i. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and Dallas County policies related to PREA.
  - ii. Contractor shall make itself familiar with and, at all times, shall observe and comply with all PREA regulations which in any manner affect performance under this Contract.
  - iii. In addition to the "self-monitoring requirement," the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
  - iv. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013.
  - v. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD.

- vi. The Contractor shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor, who may have contact with residents, who:
1. Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
  2. Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
  3. Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (vi)(2) of this section.
    - a) The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with residents.
    - b) The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with residents.
    - c) The Contractor shall either conduct criminal background records checks at least every five (5) years for current employees and contractors who may have contact with residents or have in place a system for otherwise capturing such information for current employees.
    - d) The Contractor shall ensure that all volunteers and contractors who have contact with residents have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
    - e) The level and type of training provided to volunteers and contractors shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
    - f) The Contractor shall maintain documentation confirming that volunteers and contractors understand the training they have received.
    - g) Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with residents and shall be reported to law

enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.

- h) The Contractor shall take appropriate remedial measures and shall consider whether to prohibit further contact with residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by a contractor or volunteer.
- i) The Contractor shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its website or, if it does not have one, through other means.

Non-Compliance with PREA Standards and related Dallas County policies.

- a. Failure to comply with PREA standards and related Dallas County policies may result in termination of the contract.
- b. Contract facilities not required to participate in PREA certification audits referenced in Section 5.18.2, Paragraphs (d) and (e), based on the percentage of referrals from Juvenile Justice and Child Protective Services referring agencies, will be expected to comply with all other aspects of the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and Dallas County policies related to PREA.

## **6.8 VISITATION AND COMMUNICATION BETWEEN STAFF, RESIDENTS AND GUARDIANS**

Contractor must maintain web-conferencing capabilities to allow for audio and visual communication between Dallas County, facility staff, residents and the parent/guardian. Web-conferencing will be utilized for contacts including, but not limited to, court hearings, treatment planning, case staffing, utilization reviews, family counseling sessions and investigations. The Contractor must utilize a secure network as part of its video conference technology.

- a. Contractor will allow Youth unrestricted use of a telephone to make calls to their probation officer to register grievances against Contractor or any individual. Contractor will also ensure privacy of conversations between the Youth and Juvenile Department staff at the request of either party.
- b. Contractor will be required to allow residents placed in the facility by Dallas County the opportunity to make at least one (1) telephone call each month to their parent/family at no cost to the resident or the family. This call shall be in addition to regular family therapy sessions.
- c. Unless otherwise stipulated by the Youth's probation officer, the Youth may visit freely with parents and relatives at the Contractor's facility in accordance with established written Contractor policies.



- d. Contractor must obtain prior written approval from the Youth's probation officer for any over-night stay away from the residential facility, including overnight stays that are considered part of the rehabilitation program of the Contractor's facility.

## **6.9 BROCHURES**

Under the terms of the contract, the Contractor will be required to provide a brochure which describes the program's treatment model, along with a digital video of the facility, including sleeping quarters/bedroom, dining area, kitchen, common area/community room, bathroom, on-campus education facilities, the facility exterior and facility grounds. The brochure and video must be updated based on significant changes to the facility/program.

## **6.10 TRANSPORTATION REQUIREMENTS**

- a. In State Facilities – The Juvenile Department shall transport youth to Contractor's facility at the time of admission and from Contractor's facility at the time of discharge. Reimbursement for transportation costs must be approved in advance by a member of the Juvenile Department's Budget Services unit. Contractor is responsible for all transportation and associated costs related to the care of the youth, including medical and dental visits.
- b. Out of State Facilities - Contractor shall be responsible for all transportation costs related to the youth's admission into the Contractor's facility, and transportation incidental to the care of the youth, including medical and dental visits. The Juvenile Department shall be responsible for all transportation costs related to the youth's discharge from the Contractor's facility.

## **6.11 PROPOSAL OBLIGATION**

The contents of the proposal and any clarification thereof submitted by the selected Proposal Firm shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

## **6.12 IMPLIED REQUIREMENTS**

Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Proposal Firm, shall be included in the proposal.

## **6.13 PERFORMANCE EVALUATION**

Contractors will be evaluated to determine the quality and effectiveness of Services. Program evaluations will include, but are not limited to, the following criteria:

- a. Rate of Recidivism for Successful Discharges;
- b. Rate of Successful Discharges;
- c. Average Length of Stay for Successful Discharges;

- d. Site Review Results (Safety/Quality of Care/Facility Upkeep/Treatment Services Provided);
- e. Frequency/Severity of Substantiated Complaints; and
- f. Cultural Competency/Diversity of facility staff.

#### **6.14 EXAMINATION OF FACILITY, PROGRAM AND RECORDS**

- a. The Dallas County Juvenile Department is responsible for closely monitoring the Contractor and the exercise of reasonable care to enforce all terms and conditions of its grants.
- b. Contractor agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of the Juvenile Department or the State of Texas, books, documents, and other evidence (the “Records”) pertaining to the cost and expenses of this Contract. For the purposes of this Contract, the Records shall include all financial records, childcare records, special treatment records, and any and all books, documents and evidence connected with the provision of Services covered under this Contract.
- c. Contractor agrees to provide the Juvenile Department with a report of costs incurred from the provision of residential services relating to this Contract on forms provided by the Juvenile Department upon request.
- d. Contractor agrees to maintain these Records for seven (7) years after final payment or until the state-approved audit has been made and all questions therefrom are resolved.

#### **6.15 SITE REVIEWS, INVESTIGATIONS, AND MONITORING VISITS**

The Juvenile Department will investigate incidents and complaints related to Dallas County youth placed at the Contractor’s residential facility and monitor the Contractor’s compliance with the contract requirements via site reviews and monitoring visits. Contractor agrees to fully cooperate with the Juvenile Department’s monitoring and investigative processes, as described below:

- a. Site Reviews - Contractor agrees that it will permit the Juvenile Department to examine and evaluate its program of Services provided under the terms of this Contract and to review the Juvenile Department’s Client records. This examination and evaluation of the program will include scheduled and unscheduled site visitations, desktop reviews, fiscal audits, observation of programs in operation, facility/grounds inspections, and interviews with residents and facility staff. A minimum of two (2) site reviews will be conducted annually.
- b. Investigations - The Contractor must permit the Juvenile Department to investigate incidents or matters of concern related to Dallas County residents placed at the facility and services delivered under the Contract. The investigations may include, but is not limited to, scheduled and unscheduled site visits, examination of program Services provided under

- the terms of the Contract, reviews of the Juvenile Department's Client records, fiscal audits, observation of service delivery, facility/grounds inspections, and interviews with residents and facility staff. The investigations will be initiated at the discretion of the Juvenile Department.
- c. Monitoring Visits - The Contractor understands and agrees that the Juvenile Department will conduct announced and unannounced monitoring visits on the facility's campus or alternative service delivery sites. The monitoring visits may include, but are not limited to, an observation/examination of program Services provided under the terms of the Contract, requests to review/secure copies of the Juvenile Department's Client records, a safety inspection (facility/grounds), and interviews with Dallas County residents and facility staff. The frequency of monitoring visits will be determined by the Juvenile Department.

#### **6.16 BACKGROUND CHECKS**

- a. The contractor acknowledges and agrees to perform background checks on all employees and personnel providing services to the youth under this contract in accordance with the requirements of the contract facility's licensing agency.
- b. Section 344.310 of the Texas Administrative Code requires criminal history searches to be conducted on all personnel who may have direct unsupervised contact with youth in juvenile justice facilities and programs prior to being granted access to juveniles or facilities. Contractors, including their employees or individuals who are not licensed by the Texas Department of State Health Services or other state agency, must have a fingerprint-based criminal history search conducted from databases maintained by the State of Texas and the Federal Bureau of Investigations for each individual providing services under the Contractor's contract within two (2) years prior to the date of the most recent contract. Contractors, including their employees providing services under this contract without a state professional license requirement, must submit to fingerprint-based criminal history searches through the Texas Department of Public Safety's Fingerprint Applicant Services of Texas (FAST) system. Contractor is responsible for all costs associated with FAST fingerprint-based checks and criminal record checks.
- c. Contractor represents and warrants:
- i. All employees/personnel who perform any services for the Contractor under this contract have undergone the Contractor's background check process;
  - ii. It will not assign or permit any individual to perform services under this contract unless the individual has passed the background check process;
  - iii. It will ensure that personnel are in compliance with the background check requirements throughout the Contract term, and any extension thereto; and
  - iv. It will provide documentation of background checks of specified staff at the request of Dallas County during site review, monitoring and investigation processes.

## **VII. Evaluation Criteria**

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

<b>Criteria</b>	<b>Points</b>
Qualification and Experience of the Organization	10
Qualification and Experience of Facility Staff and Key Personnel	20
Program Design	30
Need for Proposed Service	20
Financial Conditions	5
Small Business Enterprise	15
Total Points	100

## **VIII. Proposal Format**

Each proposal shall be organized in the manner described below:

a. Cover Letter

The proposal must include a Cover Letter as the first page of the submission. The Cover Letter must clearly indicate the category or categories for which the proposer is submitting a response.

b. Table of Contents

A table of contents shall be provided identifying the consecutive page numbers and where to find the various sections included in the proposal.

c. Letter of Transmittal

Each proposal received must include a letter of transmittal. The letter of transmittal should include:

- i. Identify the submitting organization;
- ii. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- iii. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- iv. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- v. Be signed by the person authorized to contractually obligate the organization; and

- vi. Identify all sections of the proposal that the Respondent claims contain “proprietary” or “confidential” information.

#### 8.1 Section I. Questions Regarding the Service Agency

Using the Proposal Questions section of the RFP, the respondent must:

- a. Include all questions in this section of the Proposal.
- b. Provide a complete response to each question in this section.
- c. Complete all forms required for this section.
- d. Label additional documentation requested in this section by referencing the section and question number (Example: Section III, Question #25). The documentation should be included in the back of the section.

#### 8.2 Section II. Questions Regarding the Facility

Using the Proposal Questions section of the RFP, the respondent must:

- a. Include all questions in this section of the proposal;
- b. Provide a complete response to each question in this section;
- c. Complete all forms required for this section; and
- d. Label additional documentation requested in this section by referencing the section and question number (Example: Section III, Question #25). The documentation should be included in the back of the section.

#### 8.3 Section III. Facility’s Program Design

Using the Proposal Questions section of the RFP, the respondent must:

- a. Include all questions in this section of the proposal.
- b. Provide a complete response to each question in this section.
- c. Complete all forms required for this section.
- d. Label additional documentation requested in this section by referencing the section and question number (Example: Section III, Question #25). The documentation should be included in the back of the section.

#### 8.4 Section IV. Proposal Exceptions

An “exception” is defined as the Respondent’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this Section, each

Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Respondent provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Respondent's solution, must be described in detail.

The respondent must:

- a. Identify all exceptions taken by specifically referencing the relevant section(s) of the RFP.
- b. Explain each exception in detail.
- c. Include any proposed alternative and the benefit/impact of the proposed alternative solution.

#### 8.5 Financial Condition.

*Financial Statement:* Respondent will provide annual financial statements for the last two (2) calendar years for your organization. Independently audited statements are preferred. Statements should include the company's assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations – Profit and Loss Statement), Retained Earnings and Cash Flow Statement. Financial Statements will be kept confidential, if so stamped on each page.

The following questions and written responses to the questions must be included:

- a. Do you receive funding from any other public agencies? If yes, please specify.
- b. Is the Service Agency or the person/entity that owns the Service Agency currently insolvent or in an active bankruptcy case? If yes, please explain, listing bankruptcy case number(s) if applicable. Explain on additional pages, if needed.
- c. Has the Service Agency or the person/entity that owns the Service Agency filed bankruptcy in the last 10 years? If yes, please explain, listing bankruptcy case number(s), if applicable. Explain on additional pages if needed.
- d. Are any of the facilities used by the Service Agency currently listed as real property belonging to a debtor in an active bankruptcy case? If yes, which facility(s)? Please explain listing bankruptcy case number(s) if applicable.
- e. Is an annual review of the Service Agency's financial records conducted by an independent Certified Public Accountant in accordance with the Generally Accepted Accounting Principles?
- f. Give specific details of any civil or criminal litigation pending or contemplated related to fiscal accountability.
- g. Give specific details of any past litigation or investigations (civil or criminal) occurring within the past five (5) years related to fiscal accountability.
- h. References / Legal Disclosure

Respondents will provide client references for projects that were presented in the experience section of this RFP. Information should include primary contact telephone number and email address. Responding firms that do not provide reference information will not be considered for award. Please provide details of any legal action open or closed within the last 10 years that your firm has been a part of that pertaining to the services related to this RFP.

i. **Sample Contract**

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

The County acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the bidder is a privately held corporation or other business entity whose financial statements are audited; such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required above, shall be provided. If, the financial statements are unaudited, the reviewed shall be in accordance with standards issued by the American Institute of Certified Public Accountant.

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

**IX. Documents Submitted with Proposal or Upon Request**

1. Attachment S - Small Business Enterprise (SBE) Forms (mandatory must be submitted with proposal.

**X. Pre-Proposal Meeting**

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 respondents will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The pre-proposal meeting will be the only time when respondent and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be address through the County's purchasing platform, (<https://www.bidnetdirect.com/texas/dallas-county>), to the assigned Buyer. The County will respond

**Solicitation Number No.: 2025-044-7069**  
**Project Title: Residential Services**

**Pre-Proposal Meeting Date: June 16, 2025 @ 2:00 P.M (CST)**  
**Proposal Due Date: July 10, 2025**

to all questions by way of addendum which will be posted as part of the solicitation. The County, its agents, and employees shall not be responsible for any information given by way of verbal communication.

Pre-proposal conference **June 16, 2025, at 2:00 p.m. (CST)**, the pre-proposal meeting will be conducted through a conference call.

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**Microsoft Teams [Need help?](#)**  
**[Join the meeting now](#)**

Meeting ID: 243 910 149 292 7  
Passcode: 2Yk3ot7R

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**Dial in by phone**

[+1 469-208-1731,499582406#](tel:+14692081731499582406) United States, Carrollton  
[Find a local number](#)

Phone conference ID: 499 582 406#

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The deadline for the submission of questions is on **June 13, 2025, at 11:00 a.m. (CST)** through Bidnet.

**XI. Term and Commencement Date**

This will be a three-year service price agreement with two one-year renewal options and/or bonding requirements (if applicable) and/or fully executing the contract (if applicable).

**XII. Award Method**

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

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

**XIII. Opening of Proposals**

Proposal reading shall be conducted: **July 10, 2025, at 2:30pm (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\\_ZThmYTkzOGYtM2VhNy00NjhlLWFjMTZmIwNDY5NDAYNzky%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%22%2C%22role%22%3A%22a%22%7D&btype=a&role=a](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZThmYTkzOGYtM2VhNy00NjhlLWFjMTZmIwNDY5NDAYNzky%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%22%2C%22role%22%3A%22a%22%7D&btype=a&role=a). Proposals will be publicly opened in compliance with public proposal opening statutory requirements.

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.

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

Firms will be required to submit any additional questions presented at the pre-proposal and/or after the conference. All additional questions must be received by **June 20, 2025, at 11:00 am (CST)**.

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.



## **XV. Proposal Submittal and Exception Requirements**

To be considered for award, the proposal response must be submitted by **July 10, 2025, at 2:00 p.m. (CST)**. Responses shall be submitted electronically through Bidnet, the County's online public solicitation platform <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.

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 exception is taken. The County reserves the right to reject any exception not in the best interest to the County or may lead the response to be considered nonresponsive and not considered for award.

Note: On December 19, 2024, 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, (<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.

## **XVI. Location and Invoicing**

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

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

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

Submitting invoices without the above information may cause delays in payment processing. Incorrect invoices or invoices sent to the wrong address will delay payment. Vendors who fail to follow these instructions risk having the contract with the County cancelled.

## **XVII. Communication**

Upon release of the solicitation and during the process, vendors /firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact 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 request for information related to this solicitation must be coordinated through Dhestini Bazor.

All questions regarding this solicitation are to be submitted in writing to Dhestini Bazor, Dallas County Purchasing Department via [Bidnet](https://www.bidnetdirect.com/texas/dallas-county) (<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 [Dhestini.Bazor@dallascounty.org](mailto:Dhestini.Bazor@dallascounty.org). Please reference the Solicitation number in the subject of the email.

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.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

**NOTE: All addendums and/or any other correspondence (general information, question and responses) to this solicitation will be made available exclusively through the Dallas County website for retrieval. Respondents 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.dallascountv.org/department/purchasing/currentbids.php> (go to the appropriate solicitation #, click on the appropriate hyperlink for viewing and/or downloading.)**

## **XVIII. Review of Proposals**

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

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

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

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

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

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

## **XIX. Insurance**

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

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

Contractor at its own expense, consistent with its status as an independent contractor will carry, purchase and maintain insurance coverage, the minimum insurance coverage set forth immediately below, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the *Texas Insurance Code*, having an A.M. Best Rating of "A" or better, and in amounts not less than the following minimum limits of coverage:

The policies may provide coverage, which contains deductibles or self-insured retention. Such deductibles and/or self-insured retention shall not be applicable with respect to the coverage provided to Dallas County under such policies. The Contractor shall be solely responsible for all deductibles and/or self-insured retention.

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

### **20.1 LIABILITY AND OTHER INSURANCE COVERAGE REQUIREMENTS**

- a. Without limiting any of the other obligations or liabilities the Contractor at its own expense shall purchase and maintain liability insurance and shall likewise ensure that all of his Consultants, Subcontractors and their Sub-subcontractors (collectively own as "Contractor") purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations are carried out by the Contractor, by any Consultant, Subcontractor, or by anyone directly or indirectly employed by the Contractor or any Subcontractor, or by anyone for whose acts any of them may be liable. Contractor is solely responsible for payment of all deductibles and/or self-insured retentions associated with the claims filed.

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and Dallas County.

- b. As a condition precedent to commencement of any work, within ten (10) calendar days after the Effective Date of the Contract, Contractors shall furnish to the Dallas County Purchasing Agent (at the same address given below under this Insurance heading).
- c. Required Coverage: The following coverage limits and types shall be required at a minimum insurance coverage throughout the duration of the contract and any renewals.
  - i. GENERAL LIABILITY – Contractor shall, at all times during the term of the contract and at its own expense, keep in full force and effect, comprehensive general liability coverage with minimum limits of ONE MILLION AND NO/DOLLARS (\$1,000,000.00) on account of bodily injuries to, or death of one person (each occurrence) and a General Aggregate of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) for any one (1) occurrence.
  - ii. COMMERCIAL OR BUSINESS AUTOMOBILE LIABILITY – Contractor shall, at all times during the term of the contract and at its own expense, keep in full force and effect, Commercial or Business Automobile Liability insurance, with minimum limits of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for Combined Single Limit (each accident).
  - iii. PROFESSIONAL LIABILITY INSURANCE (E&O) - Contractor shall, at all times during the term of the contract and at its own expense, keep in full force and effect, Professional Liability Insurance, which covers the services to be provided pursuant to the contract. The minimum limit of liability shall be \$1,000,000.00 per occurrence or claim and \$1,000,000.00 in the aggregate.
  - iv. In the event any insurance policy(ies) required by the agreement is(are) written on a “claims made” basis, must include an extended reporting period of least three (3) years after contract completion and acceptance of the Contractor’s work or services including any renewals or extensions and as evidenced by annual Certificates of Insurance.

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

- a. Except Professional Liability, name the Juvenile Board of Dallas County, Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) as to all applicable policy coverage.
- b. Thirty (30) days’ notice to the County prior to amendment, cancellation, non-renewal or termination.
- c. Provide for endorsement that the “other insurance” clause shall not apply to Dallas County where Dallas County is the additional insured shown on any policy. It is intended that

policies required in the Agreement, covering both Dallas County and Requestor, shall be considered primary coverage and non-contributory to any other insurance coverage and/or self-insurance carried by the County.

- d. Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.
- e. Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor's Services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard.
- f. Contractor shall provide that all provisions of this contract concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.
- g. Contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.

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

- 20.3 Insurance Certificates: The certificates of insurance shall list Dallas County as the certificate holder. Any and all copies of Certificates of Insurance shall reference any applicable RFP (Request for Proposal) 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, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Purchasing Agent located at the Records Building – 500 Elm Street, Suite 5500, Dallas, TX 75202 within ten (10) calendar days of execution and/or renewal of this Contract and upon renewals and/or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Contract subject to immediate termination at County's sole discretion.
- 20.4 All insurance required to be carried by Contractor and/or subcontractors under this Contract 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 the Contractors.
- 20.5 Minimum insurance is a condition precedent to any work/services performed under this Contract and for the entire Term of this Contract, including any renewal or extension. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such

insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:

- a. Withhold any payment(s) which become due to Contractor(s) until Contractor(s) demonstrates compliance with the requirements and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance.
- b. Order Contractor(s) to stop work hereunder, which shall not constitute a Suspension of Work/Services.
- c. At its sole discretion, declare a material breach of this Contract, which, at County's discretion, may result in:
  - i. Terminate Contract Agreement;
  - ii. Demand on any bond, as applicable;
  - iii. Obtain such insurance and deduct from the payments to Contractor(s) the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor(s) nor any third party shall have any recourse against the County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Contractors;
  - iv. Complete this Contract by contracting with the "next low proposal. "Contractors will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to County by Contractors on demand; or
  - v. Any combination of the above.

20.6 Contractor shall promptly advise County in writing of any claim or demand, against County or Contractor, known to Contractor related to or arising out of Contractor's activities under this Contract.

20.7 Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.

20.8 Acceptance of the services, or failure to act by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the services performed by Contractor, its employees, subcontractors, and agents.

- 20.9 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Contract.
- 20.10 Survival: The provisions of this Section shall survive completion, suspension, termination or expiration of this Contract, or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.
- 20.11 Insurance Lapse: Pursuant to Section 94.73 of the Dallas County Code, in the event successful firm fails to maintain insurance as required by the 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 the 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 retainage shall be held by County until six (6) months after the term of the contract has ended or has otherwise been terminated, cancelled 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.

Contractor further agrees to indemnify County for any penalties, fines, jury awards, court costs, litigation expenses, and attorneys' fees incurred by County due to Contractor's failure to maintain the required insurance at all times during the Term of the Contract. Contractor, at its own expense with Counsel of County's choice, will defend and hold County harmless in any claim or action against County that occurred as a direct or indirect result of Contractor's failure to maintain insurance at all times during the Term of the Contract. Without waiving any rights under Sovereign Immunity, the County shall cooperate with and may monitor Contractor in the defense of any claim, action, or proceeding and will, if appropriate, make employees available as Contractor may reasonably request with regard to such defense, subject to the reimbursement by Contractor of all costs and expenses occasioned by the County's cooperation in such defense. Contractor agrees not to settle any such claim without the County's consent, which consent will not be unreasonably withheld or delayed.

1. Insurance Lapse

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

lawsuits filed against County for any matter that should have been covered by the required insurance. The County shall retain the funds if a claim is received or lawsuit and use the funds to defend, pay costs of defense or settle the claim.

## **XX. Discussion With Reasonably Qualified Proposals**

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

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

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

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

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

## **XXI. Rejection or Acceptance of Proposals**

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.

## **XXII. Late and Withdrawn Proposals**

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.

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.

## **XXIII. Confidentiality**

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.

#### **XXIV. Disqualification Of Proposers**

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

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

#### **XXV. Permits Required by Law**

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

#### **XXVI. Records and Audit**

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

#### **XXVII. Assignment of Contract**

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

#### **XXVIII. Default by Proposer**

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

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

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

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

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

### **XXIX. Termination**

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

### **XXX. Miscellaneous**

1. After executing the Contract, no consideration will be given to any claim of misunderstanding.
2. 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.
3. Proposers shall thoroughly familiarize themselves with the provisions of the Scope of Work and the Facilities.
4. The County reserves the right to reject all Proposals and to waive any minor irregularities.
5. 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.
6. 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.
7. 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.
8. If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
9. The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.
10. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the County Attorney or his authorized representative shall be final.

### **XXXI. Indemnity**

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.

#### **XXXII. Selection Process**

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

#### **XXXIII. Development Costs**

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

#### **XXXIV. Contract Award**

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

#### **XXXV. Certificate of Interested Parties (Form 1295)**

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

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

**Step 1:** Business Entity completes Form 1295 in electronic format on the Texas Ethics Commission website: ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm))

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

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

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

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

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

**Definitions:**

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

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

(c) “Controlling interest” In accordance with the Texas Ethics Commission, Chapter 46.3(c) and applicable to Texas Government Code §2252.908 - (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d) “Interested party” (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e) “Intermediary” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person’s participation;

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

(3) is not an employee of the business entity.

To obtain additional information on Section 2252 and to learn more about the Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

Instructional Videos for Business Entities on how to file online can be found at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), and submit a copy to the buyer before the contract information will be sent to the County Attorney’s Office to draft the contract. Once the terms of the contract are fully negotiated; the recommended vendor has signed the contract indicating agreement with the terms of the contract; and the Form 1295 is on file at the Texas Ethics Commission website with a copy provided to the buyer; the staff recommendation will be placed on a County Council agenda to award the contract.

**XXXVI. Conflict of Interest**

No County elected or appointed official or representative, or any employees shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, goods or services, except on behalf of the County as an official or employee.

Any violation of this Section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render this Agreement involved voidable by the Commissioners Court of Dallas County. It is the responsibility of Contractor during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Contractor covenants that neither it nor any member of its corporation presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by Contractor.

### **XXXVII. General Provisions**

a. Ambiguity, Conflict or Other Error in the RFP.

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

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

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

- b. Duration of Solicitation. All Proposals will be valid from the submission date until termination of the Contract, including any extension thereof, and shall constitute a continuing irrevocable offer to Dallas County for that period. Proposer certifies and warrants that the information contained in any response to this Solicitation is true and correct when made and shall continue to be true and correct during the above time period or until such time as Proposer shall notify County in writing of any change in circumstance which may or could affect the determination of the qualifications of the Proposer, specifically including, but not limited to those items required to be furnished herein.
- c. Material Change Affecting Qualifications. Each Proposer shall notify County in writing immediately upon any occurrence that could or may affect the qualifications of the Proposer, specifically including, but not limited to, the filing of a petition in Bankruptcy, assignment for the benefit of creditors, merger or sale of the Proposer, loss of computer hardware, software or firmware utilized, equipment or supplies utilized, or loss of or material change in personnel assigned or key personnel, detailing the occurrence. In the event that such occurrence shall, in the sole determination of County, change or modify the qualifications of that Proposer, County may remove the Proposer from the list of qualified proposers.
- d. Notification of Most Current Address. The Proposal Firm in receipt of this RFP shall notify the County Purchasing Department, (214) 653-7431, of any address changes, contact-person changes and/or telephone number addition/changes no later than 48 hours prior to the date and time fixed for submission of proposals.

- e. Proposal Preparation Cost. The costs for developing proposals are entirely the responsibility of the Proposal Firm and shall not be charged to the County of Dallas.
- f. Signature of Proposal. A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposal Firm contractually.
  - 1. If the Proposal Firm is a corporation, the legal name of the corporation shall be provided with the signature of the officer or officers authorized to sign on behalf of the corporation and corporate resolution authorizing such signature.
  - 2. If the Proposal Firm is a partnership, the true name of the Firm shall be provided with the name of all partners and the signature of the partner or partners authorized to sign. If the Proposal Firm is an individual that individual shall sign.
  - 3. If a signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or an equivalent document must be submitted to the County prior to the submission of the proposal or with the proposal.
- g. Economy of Presentation. Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.
- h. Proposal Obligation. The contents of the proposal and any clarification of it submitted by the selected Firm may become part of the contractual obligation and incorporated by reference into the ensuing contract.
- i. Implied Requirements. Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Proposal Firm, shall be included in the proposal.
- j. Withdrawal of Proposal. The Proposal Firm may withdraw their proposal by submitting a written request for its withdrawal over the signature of an authorized individual (as described in the above paragraph G, (Signature of Proposer), to the Purchasing Agent any time prior to the submission deadline. The Proposal Firm may thereafter, prior to the deadline, submit a new proposal. Modifications offered in any manner, oral, or written, will not be considered if submitted after the deadline.
- k. Ownership of Proposal. All proposals become the property of Dallas County and will not be returned to the Proposal Firm.
- l. Term of Contract. It is intended that this contract will be awarded for an initial three-year term with two one-year renewal options. If sixty (60) days prior to the expiration of the initial or first

extended term the proposer and Commissioners Court by formal court order mutually agree in writing to the extension, this agreement will be extended for one additional year.

- m. Contractual Development. Upon completion of negotiations with the highest rated Firm for this request, Dallas County will enter into an agreement with the highest rated firm with whom a fair and reasonable fees can be negotiated, as may be determined by Dallas County at its sole discretion.
- n. Non-Performance. Non-performance of the broker in terms of specification or non-compliance with terms of the Contract shall be basis for termination of the Contract by the County. Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under the Contract, by giving thirty (30) days written notice to the broker with the understanding that all work being performed under the Contract shall cease upon the date specified in such notice. Obligation of the County to pay for work, professional services, professional opinion, equipment, services or supplies is conditioned upon strict compliance of each, every and all terms and conditions of the RFP, including but not limited to the Contract. County will not pay for work, professional services, professional opinion, equipment, services or supplies rendered or furnished which are not in strict compliance with the terms of the RFP, including but not limited to the Contract and all other exhibits attached thereto and broker response to the RFP. Broker may be given a reasonable opportunity prior to termination to correct any deficiency. This, however, shall in no way be construed as negating the basis for termination for non-performance.
- o. Collusion. The selected Firm will be required to provide an affidavit that he/she has not conspired with other potential Firms in any manner to attempt to control competitive solicitation for these services. This paragraph does not, however, preclude two or more Firms from presenting a combined or joint RFP.
- p. No Guarantee of Work. Work Orders will be issued at the sole discretion of the County. There may be no Work Orders issued under this or any subsequent Contract. There is no limit on the number of Work Orders that may be issued. There is no guarantee of the issuance of any Work Order(s) or any amount of work under this contract.
- q. Twelve-Month Waiting Period for Employment of Certain Former County Employees.

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

- r. Voluntary Moratorium on Campaign Contributions During RFP/RFQ Process.

Parties interested in responding to a County request for proposal (RFP) or a request for qualifications (RFQ) shall be encouraged to sign a statement (see attached) indicating that they will be willing to temporarily refrain from making any donation to any Dallas County elected official or candidate for office whose office (or potential office) has any involvement in the

selection process for the associated contract during the pendency of the RFP/RFQ through thirty days after the contract is awarded.

#### **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 bidder 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 bidder or 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 bid 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.”

**XXXVIII. Proposed Services / Information / Agency Questions**

**RFP No. 2025-XXX-XXXX Request for Proposals for Contracts  
to Provide Juvenile Residential Treatment Services for the  
Dallas County Juvenile Department**

Proposed Service Category: Indicate the services proposed by placing a check mark beside the appropriate category.

1	Chemical Dependency Treatment Facility	
2	Child Placing Agency (for therapeutic foster care)	
3	Psychiatric Residential Youth Treatment Facility	
4	Residential Treatment Center	
5	Transitional Living Program	
6	Vocational/Trade School	

**NOTE:** If applying under more than one service category, separate proposals must be submitted for each category.

**RESPONDENT:**

<b>Service Agency:</b>	
<b>Address:</b>	
<b>Authorized Signature Name:</b>	
<b>Person Completing Proposal:</b>	
<b>Phone Number:</b>	
<b>Contact for Notification:</b>	

**Solicitation Number No.: 2025-044-7069**  
**Project Title: Residential Services**

**Pre-Proposal Meeting Date: June 16, 2025 @ 2:00 P.M (CST)**  
**Proposal Due Date: July 10, 2025**

<b>Phone Number:</b>	
<b>Fax Number:</b>	
<b>Email Address:</b>	

**SECTION I. QUESTIONS REGARDING THE SERVICE AGENCY**

**A. Contact Information:**

Name of Service Agency: \_\_\_\_\_

DBA (if applicable): \_\_\_\_\_

Physical Address: \_\_\_\_\_

P.O. Box: \_\_\_\_\_

County: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Fax Number: \_\_\_\_\_

Name of Authorized Signature: \_\_\_\_\_

Title of Authorized Signature: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

**B. Service Agency's Legal Status (check one below):**

Sole Proprietorship: _____	Partnership: _____	Owner Full Name: _____
Corporation: _____	Joint Venture: _____	Limited Liability Company: _____
Limited Liability Partnership: _____	S Corporation: _____	
Other (Specify): _____		

**C. What is the State of incorporation?**

\_\_\_\_\_

**D. Does the Service Agency have a non-profit status?**

\_\_\_\_\_

**E. Employer Identification Number (EIN)/Federal Tax Identification Number or Social Security Number: \_\_\_\_\_**

**F. Is the service agency in good standing with the Texas Comptroller's Office? \_\_\_\_\_ If yes, include a Certificate of Status from the Texas Comptroller's Office at the end of this section (Section I) of the proposal.**

**G. Is the service agency in good standing with the Office of the Texas Secretary of State? \_\_\_\_\_**

If yes, include a Certificate of Status from the Texas Secretary of State at the end of this section (Section I) of the proposal.

H. Dun & Bradstreet (D-U-N-S) Number:

\_\_\_\_\_

I. How many years in business under the present name?

J. How many years has the Service Agency been in business?

K. What is the Service Agency's primary type or line of business?

L. How many years has the Service Agency provided the proposed service?

M. How many years has the Service Agency operated the proposed facility?

N. Give specific details of any civil or criminal litigation pending or contemplated related to staff or facility operations.

O. Give specific details of any past litigation or investigations (civil or criminal) occurring within the past five (5) years related to staff or facility operations.

P. Is the facility currently under investigation or following a corrective action plan because of allegations of abuse/neglect or in violation of licensing standards? If yes, what reasons?

Q. If the Service Agency has contracted with the Dallas County Juvenile Department in previous years, but was denied a FY 2022, 2023 and/or 2024 contract because of unsatisfactory performance, what corrective actions have been taken?

R. List any Juvenile Departments (by County) within the State of Texas with whom the Service Agency currently contracts.

S. **REFERENCES:**

Respondents shall provide at least five (5) external references that the Respondent has provided similar services as outlined in this solicitation from juvenile probation departments, juvenile courts, child welfare agencies or other clients (current and/or past) within the past three (3) years.

*Service Agency/Facility Name:*

\_\_\_\_\_

Agency Name:			
Contact Person:		Title:	
Phone Number:		Fax Number:	
Email Address:		Contract Duration:	

**Solicitation Number No.: 2025-044-7069**

**Pre-Proposal Meeting Date: June 16, 2025 @ 2:00 P.M (CST)**

**Project Title: Residential Services**

**Proposal Due Date: July 10, 2025**

Agency Name:			
Contact Person:		Title:	
Phone Number:		Fax Number:	
Email Address:		Contract Duration:	

Agency Name:			
Contact Person:		Title:	
Phone Number:		Fax Number:	
Email Address:		Contract Duration:	

Agency Name:			
Contact Person:		Title:	
Phone Number:		Fax Number:	
Email Address:		Contract Duration:	

Agency Name:			
Contact Person:		Title:	
Phone Number:		Fax Number:	
Email Address:		Contract Duration:	





**DALLAS COUNTY  
JUVENILE DEPARTMENT**

**AFFIDAVIT OF ELIGIBILITY  
CERTIFICATION STATEMENT for FY2025**

Under Section 231.006, of the Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified grant, loan, or payment because of delinquent child support obligations. The Contractor understands that it is the Contractor's responsibility to verify whether the sole proprietor, partner, shareholder or owner with an ownership interest of at least twenty-five percent (25%) is a child support obligor who is more than 30 days delinquent on child support payments ordered by a Texas Court under Title 5 of the Texas Family Code.

Under Chapter 171, of the Tax Code, the Contractor certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from, or not subject to such a tax.

The Contractor also certifies that it is not ineligible to receive state funds as payment for services rendered under the Contract with Dallas County due to other delinquent obligations including, but not limited to, student loans, and grants owed.

The Contractor acknowledges that the Contract may be terminated, and payment may be withheld, if this certificate is inaccurate.

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature Authorized Representative

\_\_\_\_\_  
Printed Name

**SWORN TO AND SUBSCRIBED** before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

**SYSTEM FOR AWARD MANAGEMENT  
AFFIDAVIT OF ELIGIBILITY  
CERTIFICATION STATEMENT for FY2025**

The System for Award Management (SAM), formally Excluded Parties List System (EPLS), exclusion records identify those parties excluded from receiving federal contracts, certain subcontracts, and from certain types of federal financial and non-financial assistance and benefits. Such actions are also commonly known as “suspensions” and “debarments.”

The applicant certifies that the individuals or business entities named in this Proposal are not listed in the SAM exclusion records for either of the following exclusion types:

1. Ineligible (Proceedings Pending);
2. Ineligible (Proceedings Completed);
3. Prohibition/Restriction; or
4. Voluntary Exclusion.

The applicant acknowledges that the Contract may be terminated, and payment may be withheld, if this certificate is inaccurate.

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Signature Authorized Representative

\_\_\_\_\_  
Printed Name

**SWORN TO AND SUBSCRIBED** before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_

<b>Name of Facility:</b>	
<b>Physical Address:</b>	
<b>P.O. Box:</b>	
<b>County:</b>	
<b>Phone Number(s):</b>	
<b>Fax Number:</b>	
<b>Facility Director:</b>	
<b>Phone Number(s):</b>	
<b>Email Address:</b>	
<b>Admissions Contact Person:</b>	
<b>Licensing Agency:</b>	
<b>Licensing Representative:</b>	
<b>Phone Number(s):</b>	
<b>Licensing Category:</b>	
<b>License/Permit Number:</b>	
<b>Date License/Permit Issued:</b>	
<b>Licensing Agency:</b>	
<b>Licensing Representative:</b>	
<b>Phone Number(s):</b>	
<b>Licensing Category:</b>	
<b>License/Permit Number:</b>	
<b>Date License/Permit Issued:</b>	
<b>Certified Medicaid Provider Number:</b>	

1. Describe the current ethnic makeup of facility staff. Is the ethnic makeup of the staff reflective of the resident population?
2. Discuss challenges to maintain an ethnically diverse staff.
3. Does your agency currently employ bilingual staff? If yes, how many and what languages are spoken by those staff?
4. Of those bilingual staff you employ, how many of them work directly with the youth and their families?

1. List key positions and the minimum education and experience requirements for each position.

1. What is the required frequency for PREA and sexual victimization/sexual harassment training for facility staff?

2. What is the required frequency for cultural sensitivity/cultural diversity training for staff facility staff?
3. What is the required frequency for emergency behavior intervention training?
4. What is the required frequency for First Aid/CPR certification training?
5. What is the frequency of trauma informed care training?
6. List other mandatory training topics require for facility staff.
7. Describe any specialized training required for non-licensed facility staff responsible for administering medication to youth.

**D. Physical Exams:**

1. At what frequency is facility staff required to undergo a physical examination?
2. At what frequency is tuberculin skin testing (TB/PPD) required of facility staff?
3. Is facility staff subject to random drug testing?

**C. Criminal Background Checks:**

1. Describe the facility's method for conducting criminal background checks on current and potential employees. Include the frequency of the checks and the agencies (i.e., FBI, State Police, State Abuse and Neglect Central Registry) utilized for the background checks.
2. Is facility staff required to self-report arrests?

**D. Staffing Capabilities:**

1. Discuss the facility's ability to recruit and screen for highly qualified employees.
2. Discuss the facility's ability to maintain highly qualified employees.
3. Give the staff turnover rate (percentage) for this facility for calendar year 2024.
4. Discuss the facility's ability to maintain an ethnically diverse staff that is representative of the youth population served.
5. Discuss the facilities ability to recruit and maintain bilingual staff in all position levels (direct care, treatment, case management, medical, administrative, etc.).

**E. Mandatory Personnel Profile Report:**

1. Complete this form to reflect the makeup of the current personnel of the proposed facility.

**FACILITY NAME:**

---

**ALL STAFF MEMBERS:**

Education Level	Admin. Staff	Direct Care Staff	Contract Staff	Volunteers /Interns	Totals
Ph.D.:					
Master's Degree:					
Bachelor's Degree:					
Associate's Degree:					
High School Diploma/GED:					
<b>Totals:</b>					

**TREATMENT STAFF:**

Type of License	Regular Staff	Contract Staff	Volunteers/ Interns	Totals
Licensed Marriage Family Therapist:				
Licensed Professional Counselor:				
Licensed Chemical Dependency Counselor:				
Licensed Master's Social Worker:				
Licensed Youth Care Administrator:				
Licensed Sex Offend. Treatment Provider:				
Other (specify):				
Other (specify):				
<b>Total:</b>				

**EDUCATION/MEDICAL/MENTAL HEALTH CARE PROFESSIONALS:**

Professions	# Regular Staff	# Contract Staff	# Agreement
Medical Doctors:			
Dentists:			
RNs/LVNs:			
Psychiatrists:			
Psychologists:			
Certified Teachers:			
Non-Cert. Teachers:			
<b>Total:</b>			

**ADMINISTRATIVE STAFF (BY ETHNICITY/GENDER)**

Gender	Females		Males	
Ethnicity	#	%	#	%
African American:				
White:				
Hispanic:				
Other (specify):				
<b>Totals:</b>				

**DIRECT CARE STAFF (BY ETHNICITY/GENDER):**

Gender	Females		Males	
Ethnicity	#	%	#	%
African American:				
White:				
Hispanic:				
Other (specify):				
Other (specify):				
<b>Totals:</b>				

**DIRECT CARE STAFF (BY EXPERIENCE):**

Years of Experience	# of Staff Members
20 years or more:	
15 years or more:	
10 years or more:	
5 years or more:	
0- 4 years or more:	
<b>Total:</b>	

**TREATMENT STAFF (BY ETHNICITY/GENDER):**

Gender	Females		Males	
Ethnicity	#	%	#	%
African American:				
White:				
Hispanic:				
Other (specify):				
Other (specify):				
<b>Totals:</b>				

**CURRENT FACILITY POPULATION BY ETHNICITY/GENDER:**

Gender	Females		Males	
Ethnicity	#	%	#	%
African American				
White				
Hispanic				
Other (Specify)				
Other (Specify)				
<b>Totals:</b>				

**CURRENT FACILITY POPULATION BY REFERRAL SOURCE:**

Referral Source	#	%
Child Protective Services:		
Juvenile Departments:		
TJJD:		
Parent/Private:		

**F. Profile of Facility Personnel/Board of Directors:**

Include the following documentation for the proposed facility in this section:

**BOARD OF DIRECTORS:**

1. A list of the Facility's Board of Directors (include address, occupations and ethnicity).

**PROPOSED FACILITY:**

1. A flow chart of facility staff.
2. Copies of job descriptions, including minimum qualification for the positions.
3. Copies of all relevant licenses/certificates pertaining to the respective positions.

### **SECTION III. FACILITY'S PROGRAM DESIGN**

#### **A. GENERAL INFORMATION:**

Discuss the facility's philosophy and methodology for addressing the service needs of delinquent and conduct disorder youth.

1. Proposed Service Levels (check each applicable level):  
Moderate \_\_\_\_\_ Specialized \_\_\_\_\_ Intensive \_\_\_\_\_
2. Facility's Licensed Capacity: # Males: \_\_\_\_\_ # Females: \_\_\_\_\_
3. Facility's Licensed Age Range: \_\_\_\_\_ to \_\_\_\_\_ years.
4. Facility's recommended length of stay: \_\_\_\_\_ months.
5. List characteristics of appropriate referrals:
6. List characteristics of referrals that the facility is unable to admit:
7. Minimum I.Q. of acceptable referrals:
8. Minimum reading level of acceptable referrals:
9. What is the targeted risk level to be served by the proposed program?
10. How does your program address the identified criminogenic and/or acute needs identified on the *Solicited Services*?
11. What additional criminogenic needs are addressed by the proposed program?
12. What additional acute needs are addressed by the proposed program?
13. Is a psychological examination required before acceptance for admission? If yes, how current must the exam be?
14. Are pre-placement interviews required before acceptance for admission? If yes, is the Service Agency able to conduct them at the Dallas County Juvenile Detention Center?
15. Describe the facility's procedure for orientating new admissions (example: supervision level, close observation period, buddy/resident mentor assignments, family contact, etc.).

#### **B. DESCRIPTION OF TREATMENT SERVICES:**

1. **Check General Services Provided:**  
\_\_\_\_ Individual Counseling  
\_\_\_\_ Group Counseling  
\_\_\_\_ Family Counseling

- ☐ Sex Offender Treatment for Perpetrators
- ☐ Sex Abuse Counseling for Victims
- ☐ Substance Abuse Treatment
- ☐ Substance Abuse Treatment Specifically Targeting Use of Opiates
- ☐ Substance Abuse Treatment Specifically Targeting Use of Inhalants
- ☐ Substance Abuse/Dual Diagnosis Treatment
- ☐ Drug Education/Intervention Counseling
- ☐ Gang Intervention Counseling
- ☐ Anger Management Counseling
- ☐ Domestic Violence Counseling
- ☐ Faith-based services
- ☐ Treatment Counseling for Fire Setters
- ☐ Accredited Education Program
- ☐ GED Preparation
- ☐ GED Testing
- ☐ Academic Credit Recovery Program
- ☐ On-Campus School
- ☐ Off-Campus School
- ☐ Vocation/Trade Skill Development
- ☐ Work Experience
- ☐ Transitional Living
- ☐ Independent Living
- ☐ Services for Special Needs Youth with Low IQs
- ☐ Transportation
- ☐ Any Services to Meet Needs of Bilingual Youth/ Their Families

**Additional Gender-Specific Services for Females:**

- ☐ Sex Offender Treatment for Perpetrators
- ☐ Sex Offender Counseling for Victims
- ☐ Substance Abuse/Dual Diagnosis Services
- ☐ Treatment services for Females with High Psychiatric Needs
- ☐ Services for Pregnant Females
- ☐ Services for Young Females and Their Babies
- ☐ Highly Structured Program for Aggressive Females
- ☐ Services for Special Needs Youths with Low IQs
- ☐ Services for Victims of Human/Sex Trafficking
- ☐ Services for Exploitation Offenses (i.e., prostitution)
- ☐ Services for Victims of Domestic Violence

Other (Specify):

---

Other (Specify):

---

**Additional Gender-Specific Services for Males:**

- ☐ Domestic Violence Counseling
- ☐ Substance Abuse/Dual Diagnosis Services
- ☐ Treatment services for Males with High Psychiatric Needs
- ☐ Parent skills training services for teen fathers



\_\_\_\_ Treatment for Males: Ages 12 or Younger  
\_\_\_\_ Structured Program for Aggressive Males  
\_\_\_\_ Sex Offender Counseling for Victims  
Other (Specify):

\_\_\_\_  
Other (Specify):  
\_\_\_\_

2. Describe any substance abuse treatment services provided at this facility (include the types of group counseling, the frequency of individual, group and family counseling, administering of urinalysis, the required credentials of drug treatment counselor, etc.).
3. Describe any sex offender counseling and/or treatment provided at this facility (including credentials of staff; frequency of sessions; group cognitive behavioral treatment; individual therapy, family therapy, drug intervention, or other therapies to address and treat individual risk factors and problems specific to the juvenile; chaperon training for parents/guardians; family reintegration therapy; and polygraphs, etc.).
4. Describe any life skills training or independent living programming offered at the facility.
5. Describe any teen-parent skills training specifically for males offered at the facility.
6. Describe any teen-parent skills training specifically for females offered at the facility.
7. Describe any services designed to specifically address human/sex trafficking offered at the facility.
8. Describe any services to specifically address exploitation offenses.
9. Describe any services to specifically address domestic violence (victim/perpetrator) issues.
10. Discuss how the facility meets the faith-based needs of residents in residential placement at the facility.
11. List vocation shops offered by the facility, the type of certificate/certification received upon completion pre-requisites for admission into the shops and the average time necessary to successfully complete each shop.
12. Does the discharge plan for youth who participate in vocation shops include job readiness/placement programming or continuing education/training in the youth's respective vocation upon return to the community? If yes, please explain.
13. Give a description of any other resources available to the facility that will be useful in providing the proposed services (example: community organizations, church groups, colleges/universities, sports organizations, etc.).

**C. RESIDENT MEDICAL AND MENTAL HEALTH CARE:**

1. Describe the process utilized by residents to report medical complaints including, but not limited to, the expected timeframe in which the staff should respond the resident's complaint.
2. Describe how medical and dental services are obtained (include name and address of providers).
3. Will the facility assist with locally obtaining Medicaid certification for all youth placed in its

care? If yes, please explain the process for obtaining the Medicaid certification including, but not limited to, the turnaround time and information needed to start the process.

4. Does the facility contract with Medicaid providers? \_\_\_\_\_ Yes \_\_\_\_\_ No
5. Describe how psychological and psychiatric services are obtained (include name and address of providers).
6. What is the frequency of psychiatric consultations for youth receiving psychotropic medications?
7. Explain the facility's policy for obtaining authorization to administer prescribed medications to residents.

**D. EDUCATION SERVICES:**

1. Describe the facility's education component. List names and addresses of all schools utilized and indicate grades for each.
2. For off-campus education components, describe the facility's relationship with the school and support provided to the youth and the school during the education process.
3. For facilities with off-campus education components, please explain the facility's protocols for monitoring, preventing and addressing incidents that occur away from the facility on the school campus.
4. Describe any credit recovery programs available to youth while in placement at the facility.
5. Describe any GED preparation and testing programs available to residents while in placement at the facility.

**E. FAMILY VISITATION AND TELEPHONE CONTACTS:**

1. Describe the facility's policy regarding family visitation and telephone contacts with family members. Discuss the frequency of such contacts and any related stipulations.
2. Does the facility currently utilize video conferencing for family contacts?
3. Describe assistance offered to the family for visitation while the youth is in placement at the facility?

**F. FAMILY SERVICES:**

1. Excluding family therapy, describe services offered to the family while the youth is in placement at the facility.
2. Describe any follow-up services available to the youth and family after the youth discharges from the facility.

**G. BEHAVIOR MODIFICATION MODEL:**

1. Describe the behavior modification model (example: point/level system) utilized by the facility.

H. **EMERGENCY BEHAVIOR INTERVENTION:**

1. Discuss in detail the emergency behavior intervention (EBI) model utilized by the facility.
2. Does the facility have certified trainers of the utilized EBI model on staff?
3. Discuss the facility's procedures following restraint applications (example: physical examination of the youth for possible injuries, individual counseling regarding the incident/restraint, required notifications and documentation of the incident, etc.).
4. Does the facility utilize any type of mechanical restraints for emergency behavior intervention? If yes, please describe the type(s) utilized.
5. Does the facility utilize seclusion rooms as a part of emergency behavior intervention? If yes, please describe the room and give policy and procedures related to its use.

I. **COMPLAINTS/GRIEVANCES:**

1. Describe the process used by residents to file grievances or complaints.
2. Which staff is responsible for responding to grievances?
3. What is the timeframe in which the staff is expected to respond the resident's complaint?
4. Are the residents allowed to have private conversations with the probation officer?

J. **PRISON RAPE ELIMINATION ACT:**

1. Describe the facility's policy and procedures for compliance with PREA including, but not limited to: certification of the facility, staff training, informing residents of the rights and zero tolerance for sexual abuse/harassment, incident reporting, maintaining and reporting of sexual victimization incident incidents, related posters/signage, use of video cameras, gender-specific supervision protocols, etc.

K. **PROPOSED MINIMUM SERVICES BY SERVICE LEVEL:**

(Complete a separate form for each service level proposed)

<b>Proposed Service Level:</b>	
<b>Proposed Reimburse Rate for Service Level:</b>	
Check those services listed below which will be provided at the above indicated proposed Service Level. Complete Sections 5 and 6 below according to the above indicated Service Level.	
<b>1. Medical Care</b>	
<input type="checkbox"/>	Routine health care, as needed.
<input type="checkbox"/>	Contractual arrangements with health care providers.
<input type="checkbox"/>	Access to appropriate laboratory and pharmacy services provided.
<input type="checkbox"/>	Staff trained in administering psychotropic medications.
<input type="checkbox"/>	Medical and nursing services available on a 24-hour on call basis.
<input type="checkbox"/>	Twenty-four (24) hour on-duty nursing services.
<b>2. Recreational Activities and Leisure Time</b>	
<input type="checkbox"/>	Supervision of recreation and leisure time activities.
<input type="checkbox"/>	Structured recreational activities and leisure time.
<input type="checkbox"/>	Daily schedule of structured recreational activities and leisure time.
<input type="checkbox"/>	Therapeutically-designed recreational activities and leisure time.

Individual recreation plans designed by inter-disciplinary team of professionals.			
<b>3. Education</b>			
Free, appropriate public education through a local public school district or charter school.			
Educational and related services coordinated with the youth's treatment plan.			
Educational services offered on-campus, as needed			
<b>4. Therapeutic Interventions and Case Management</b>			
Consistency, reassurance, regular parenting and activities designed to develop normalized social skills.			
Therapeutic interventions within the milieu designed to improve the youth's functioning.			
Formalized behavioral programs implemented by professional staff or paraprofessional staff under the direct supervision of professional staff.			
Treatment plans written by professional staff with minimum qualifications of:			
Treatment planning addressing all waking hours.			
Treatment planning and implementation supervised by inter-disciplinary team of professionals.			
Psychiatric consultation at admission, treatment reviews, discharge and monthly medication reviews.			
Psychological testing, as needed.			
<b>5. Formalized Interactions Between Professional Staff and Youth/Family</b>			
Professional Interaction	# Sessions Per Month	Length of Each Session	Minimum Qualification of Therapist/Counselor
Individual therapy:			
Group Therapy:			
Family Therapy:			
<b>Alternative:</b> Use the below space to explain why and how formalized interactions between professional staff and youth/family will be interchanged base on the needs of the youth/family.			
<b>6. Proposed Staff to Youth Ratio for Proposed Service Level</b>			
Staff to Youth Ratio During Wake Hours:			
Staff to Youth Ratio During Sleep Hours:			
Minimum awake staff at all times:			

**L. FACILITY PERFORMANCE DATA**

All information provided must be within the time of 01/01/2022 to 12/31/ 2024. Please list the timeframe dates from which this information is being provided: From \_\_\_\_\_ to \_\_\_\_\_. List each Texas County with whom the facility contracted during this time and fill in the requested information for each county.

Texas County Name	Total # of Admits	Total # of Successful Discharges	Total # of Unsuccessful Discharges	Total # of Discharges	Avg. Length of Stay for Successful Discharges (in Days)	# of Successful that Recidivate	# of Substantiated Claims of Abuse/Neglect


**M. INTERNAL PERFORMANCE EVALUATION PROCESS:**

1. What was the facility's successful discharge percentage rate for the period of 01/01/2023 through 12/31/2024?
2. Discuss the top three (3) criminogenic needs of youth placed at the facility during the period of 01/01/2023 through 12/31/2024 and the facility's success in meeting those needs.
3. Estimate the percentage of DCJD referrals that will be successfully discharged from this facility under the proposed contract.
4. Describe the agency's internal method of evaluating the facility's performance and the effectiveness of the proposed service. Include performance measures and target outcomes utilized by the facility to evaluate the effectiveness of the program.
5. Describe how data is collected for the evaluation process and the frequency of the data collection process.

**N. FACILITY INSPECTIONS AND LICENSES:**

Provide the following documentation for the proposed facility:

1. Copy of certificate of occupancy.
2. Copy of current Fire Inspection.
3. Copy current sanitation inspection.
4. Copy of Service Agency license or certification documentation (TDFPS, TDSHS, TJJD, Juvenile Board, etc.).
5. Diagram/map of the facility campus.
6. Floor plan for each building on the facility campus.

**SECTION IV. PROPOSAL EXCEPTIONS**

An "exception" is defined as the Respondent's inability or unwillingness to meet a term, condition, specification or requirement in the manner specified in the RFP. Other than exceptions that are stated on this form, the Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP.

Identify all exceptions taken by specifically referencing the relevant section(s) of the RFP. Explain each exception in detail. Include any proposed alternative and the benefit/impact of the proposed alternative solution.

<b>Exception Taken (RFP Section):</b>	
<b>Explanation:</b>	
<b>Proposed Alternative Solution:</b>	

Exception Taken (RFP Section):	
Explanation:	
Proposed Alternative Solution:	

Exception Taken (RFP Section):	
Explanation:	
Proposed Alternative Solution:	

Exception Taken (RFP Section):	
Explanation:	
Proposed Alternative Solution:	

Exception Taken (RFP Section):	
Explanation:	
Proposed Alternative Solution:	

Exception Taken (RFP Section):	
Explanation:	
Proposed Alternative Solution:	

Exception Taken (RFP Section):	
Explanation:	
Proposed Alternative Solution:	

Exception Taken (RFP Section):	
Explanation:	
Proposed Alternative Solution:	

### XXXIX. Definitions

The following definitions are used throughout the RFP:

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

**Business Entity:** any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. Business entity includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or non-profit entity. The term does not include a governmental entity or state agency.

**Cognitive Behavioral Therapy/Treatment means:** A program that helps identify and change the dysfunctional beliefs, thoughts, and patterns of behavior that contribute to problems. The program emphasizes acquiring new

intrapersonal (thoughts, feelings, impulses) and interpersonal (communication, negotiations, boundary setting) skills and community responsibility. These programs usually emphasize goal-setting.

**Commissioners Court:** means Dallas County Commissioners Court.

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

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

**Controlling Interest means:** (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stocks or otherwise that exceeds ten (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 ten (10) members; or (3) service as an officer of a business entity that has four (4) or fewer officers, or service as one (1) of the four (4) officers most highly compensated by a business entity that has more than four (4) officers.

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

**Cultural Competency:** means knowledge of an individual's culture, to include history, religion, traditions and customs. This knowledge should lead to sensitivity on how culture affects behavior.

**DCJB:** means Dallas County Juvenile Board.

**DCJD:** means Dallas County Juvenile Department.

**Due Date:** means the date and time specified for receipt of the proposal.

**Exception:** The Respondent's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP.

**Facility:** means the location where the residential treatment services will be delivered.

**Facility Staff:** means individuals involved in the operation of the facility and the care, treatment and supervision of residents including, but not limited to: interns, volunteers, contract service providers and full-time/part-time employees.

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

**Intermediary:** means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- A. Receives compensation from the business entity for the person's participation;
- B. Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- C. Is not an employee of the business entity.

**Length of Stay:** The average duration of the placement period needed to achieve the expected outcomes.

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

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

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

**Outcome Measures:** means the tools or indicators used to assess the actual impact of the services provided. The outcome measure is a means for quantified comparison between the actual result and the intended result.

**Performance Measures: Indicators** of the work performed and the results achieved.

**Psychiatric Health Treatments and Services:** In addition to basic child-care services, a specialized type of child-care services provided by a certified psychiatric residential youth treatment facility to treat and support individuals who have a severe emotional disturbance

**Psychiatric Residential Youth Treatment Facility (PYRTF):** As defined at Texas Health and Safety Code §577A.001(3), a private facility that provides psychiatric health treatments and services in a residential, non-hospital setting exclusively to individuals and is licensed as a general residential operation.

**Purchasing:** means Dallas County Purchasing Department.

**Purchasing Agent:** means the Dallas County Purchasing Agent.

**Rate of Recidivism:** The average rate at which youth who successfully discharge from the residential treatment facility receive new referrals (new offense or technical probation violation) to the Juvenile Department within six (6) months of their discharge from the facility.

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

**Residential Treatment Center (RTC):** A general residential operation for thirteen (13) or more youth that exclusively provides treatment services for children with emotional disorders.

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

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



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

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

**Service Agency:** means the agency or organization that owns or manages the proposed facility.

**Service Category:** The principal service being proposed (i.e., residential treatment, residential drug treatment, therapeutic foster care, or vocation/trade school).

**Severe Emotional Disturbance:** As defined at Texas Health and Safety Code §577A.001(4), a mental, behavioral, or emotional disturbance of sufficient duration to result in functional impairment that substantially interferes with or limits an individual's role or ability to function in family, school, or community activities.

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

**Residential Drug Treatment (RDT):** Intensive therapeutic services by a person licensed or certified to provide treatment to addicted populations. The overall goal of treatment services is to cease substance use/abuse and change the thinking patterns of chemically dependent juveniles. The treatment facility is licensed specifically for residential substance abuse treatment.

**Residential Vocation/Trade Center:** A residential facility which offers career development, technical education and hands-on training with industry specific vocation/trade curriculums, in addition to basic childcare, case management and counseling/therapeutic services.

**TDFPS:** means Texas Department of Family and Protective Services.

**TDSHS:** means Texas Department of State Health Services.

**THHSC:** means Texas Health and Human Services Commission (HHSC).

**TJJJ:** means Texas Juvenile Justice Department.

**Therapeutic Foster Care (TFC):** means therapeutic treatment services delivered in a foster home setting. The foster household is viewed as the primary location for treatment. The foster parent(s) are trained and supported to implement the goals outlined in the child's treatment plan, which addresses the physical, emotional and social needs of the youth. The TFC allows the youth to benefit from a home environment and community-based setting while receiving intensive treatment and clinical services.

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

**Youth:** means the individual between the ages of 10-18 years to be served under the contract.

## 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. 4

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.