

Notice

Basic Information

Reference Number	0000388574
Issuing Organization	Dallas County
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	2025-045-7070
Title	Non Residential Services
Source ID	PU.AG.USA.2438.C18536376
Piggyback Solicitation	No

Details

Location	Dallas County, Texas
Purchase Type	Duration:3 years
Description	Dallas County Juvenile Department (DCJD) 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 non-residential treatment services to youth between the ages of 10 – 18 years, who are under the supervision of the DCJD or otherwise involved in the juvenile justice system in Dallas County.

Bid Reading Link for July 10, 2025 @ 2:30 p.m. (CST)

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZThmYTkzOGYtM2VhNy00NjhILWFjNjMtZmlwNDY5NDAYnZky%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%22%7D&btype=a&role=a

Dates

Publication	06/05/2025 10:50 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 10:00 AM CDT
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Contact Information

Dhestini Bizer
214-653-7251
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 10:00 AM CDT
Location	Via Microsoft Teams

Event Note

Microsoft Teams Need help?
Join the meeting now
Meeting ID: 231 806 912 003 6
Passcode: wC9tS6Jj
Dial in by phone
+1 469-208-1731,,211079250# United States, Carrollton
Find a local number
Phone conference ID: 211 079 250#

Bid Submission Process

Bid Submission Type

Electronic or Physical Bid Submission

Pricing

Lump sum

Pricing

Lump sum

Bid Documents List

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 2025-045-7070	Non 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	06/03/2025 03:19 PM CDT	English
RFP 2025-045-7070 - Non Residential Services for the Juvenile Department.pdf [pdf]	1 Mb	06/03/2025 03:20 PM CDT	English

Categories

Selected Categories

NIGP Categories (17)	
952	HUMAN SERVICES
95283	Summer Youth Program Summer Youth Program
95206	Alcohol and Drug Prevention Alcohol and Drug Prevention
95292	Transitional Living Transitional Living
95215	Case Management Case Management
95262	Mental Health Services: Vocational, Residential, Etc. Mental Health Services: Vocational, Residential, Etc.
95291	Transitional Domicile Transitional Domicile
95290	Training and Instruction (For Clients, Not Staff) Training and Instruction (For Clients, Not Staff)
95213	Big Brother, Big Sister, and Similar Type Program Services Big Brother, Big Sister, and Similar Type Program Services
95288	Teenage Pregnancy Services Teenage Pregnancy Services
95295	Youth Care Services Youth Care Services
95267	Parenting Intervention Parenting Intervention
95265	Musical Awareness Services Musical Awareness Services
95205	Alcohol and Drug Detoxification (Incl. Rehabilitation) Alcohol and Drug Detoxification (Incl. Rehabilitation)
95278	Safe Housing Safe Housing
95223	Court Intervention Services Court Intervention Services
95221	Counseling Counseling
95274	Referral Services Referral Services

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Courtesy Email

Sent using email addresses

admin@foroakcliff.org;admin@knationgroup.org;ajohnson@w3consults.com;amber.hartfield@foroakcliff.org;amonrashidi993@gmail.com;andyw@childrenandfamilies.org;april@boldbelieversunited.org;arthur@hohbhtx.org;believenow22@gmail.com;bigredy2kme@yahoo.com;boldmgmtgroup@gmail.com;bwooten@cenikor.org;caroll@childrenandfamilies.org;certprofessionals@gmail.com;chrowe@bgcdallas.org;cmbarbain@certprofessionals.com;cwilliams@colbehavioral.org;dcac@dcac.org;dcrc@counciloffamilies.org;ddaniels@cenikor.org;dleary@freedommedcenter.com;dralexism@outlook.com;experientialsolutions@gmail.com;familyvalues@fvtsllc.com;grants@jasprhealth.com;info@boldbelieversunited.org;info@cafemommentum.org;info@depelchin.org;info@fccmdfw.org;info@genesistx.org;info@illustriousangels.org;info@jfsdallas.org;jaugust@colbehavioral.org;jnoble@ithrivetogther.org;krosebud@illustriousangls.org;l.elliott@fccmdfw.org;mdorris74@gmail.com;nmkhepera@gmail.com;nubianscholar7@gmail.com;ofoster@family-compass.org;rosales@swkey.org;scarter@cartershouse.org;shawna@indigo-qi.com;stacie.goran@childrens.com;taylor.toynes@foroakcliff.org;tjones@dallasdiscipleship.org;ty.culver@uhsinc.com;vdsavage@swkey.org;xavier.henderson@foroakcliff.org

RFP

ATTACHMENT S
SBE PROGRAM AND FORMS



SBE LANGUAGE FOR RFP SOLICITATIONS

REQUEST FOR PROPOSAL (RFP)

7.0 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

7.1. Definitions.

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

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

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

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

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

7.2 SBE Goals, Good Faith Efforts and Eligibility.

The Director of Small Business Enterprise and the Contract Administration Supervisor set the annual SBE participation contracting/subcontracting aspirational SBE goals for each contract. The contracting/subcontracting goals for this contract will be based on meeting or exceeding the **minimum aspirational SBE goal of 40%**, unless good cause exists for failing to meet the goal. The SBE aspirational goal is based on the total dollar amount of the contract.

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

- a) Must be certified as an SBE by the following County approved entities: North Texas Regional Certification Agency (NCTRCA), DFW Minority Supplier Development Council and/or the Women's Business Council of Southwest, at the time of the proposal/bid submission. Other certifications are not acceptable.
- b) 51% or more owned and controlled
- c) Firm must be organized as for-profit business
- d) To be recognized by the County as a **qualified SBE firm**, as defined pursuant to Section 3 of the Small Business Act and relevant regulations, an SBE is a firm for which the gross revenues or number of employees averaged over the past three years, inclusive of any affiliates, is as defined by 13 C.F.R. Sec. 121.2; and
- e) All eligible firms must also perform a commercially useful function on the project and have a local presence in Dallas County Metropolitan Statistical Area (MSA) in order to be counted for SBE points. The MSA includes the following counties: Dallas, Tarrant, Denton and Collin.

7.3 SBE Scoring

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

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

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

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

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

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

- Completed and signed **Good Faith Effort Plan**, executed by an authorized representative; and
- Completed and signed **Small Business Utilization Affidavit**, executed by an authorized representative; and
- A signed and executed **Subcontractor Intent Form**, executed by an authorized representative (prime and subcontractor).

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

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

7.7. SBE Reporting. The Contractor and its subcontractors are required to electronically submit subcontractor payment information using the County's Compliance Reporting System (CRS), accessed through a link on the Dallas County SBE webpage. The Contractor and all subcontractors will be provided a unique log-in credential and password to access Compliance Reporting System.

Training on the use of the system will be provided by Dallas County's Office for Small Business Enterprise. After the prime receives payment from the County, electronic submittals will require data entry of the amount paid to each subcontractor listed on the Contractor's Good Faith Effort Plan.

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

**MANDATORY
SBE SOLICITATION ATTACHMENTS**



SMALL BUSINESS UTILIZATION AFFIDAVIT

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

Small Business Enterprise Participation Goals

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

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

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

Solicitation Number: _____

Company Name: _____

Typed or Printed Name of Certifying Official of Company

Date

Signature of Certifying Official of Company

Title



Small Business Enterprise Program Utilization Form

Solicitation/Project Name: _____ Solicitation #: _____

Firm Name: _____ Firm Phone # _____

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

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

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

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

Utilization Plan

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

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

Small Business Enterprise

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



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

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

For Use by SBE Office Only

SBE Compliance Officer: _____ Date: _____

SBE Notes:



Good Faith Efforts Form

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

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

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

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

Vendor List Accessed	Date of Access

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

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

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

Small Business Enterprise

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



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

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

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

Publication Name	Date of Publication

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



**DALLAS COUNTY
SUBCONTRACTOR INTENT FORM**

To: Dallas County - Small Business Enterprise Department

Date: _____

Project Name: _____

Solicitation #: _____

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

to _____
Prime Contractor on the project

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

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

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

Total Contract Amount for prime: \$ _____

Estimated Work Start Date: _____

Sub Participation Amount: \$ _____ %

Estimated Work End Date: _____

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

Officer's Signature (Prime Contractor)

Officer's Signature (Subcontractor)

Printed Name (Prime Contractor)

Printed Name (Subcontractor)

Title (Prime Contractor)

Title (Subcontractor)

Date

Date

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

	Prime	Sub
Greater Dallas Asian American Chamber of Commerce	<input type="checkbox"/>	<input type="checkbox"/>
Greater Dallas Black Chamber of Commerce	<input type="checkbox"/>	<input type="checkbox"/>
Greater Dallas Hispanic Chamber of Commerce	<input type="checkbox"/>	<input type="checkbox"/>
U.S. Pan Asian American Chamber of Commerce	<input type="checkbox"/>	<input type="checkbox"/>
Asian Contractors Association	<input type="checkbox"/>	<input type="checkbox"/>
Regional Black Contractors Association	<input type="checkbox"/>	<input type="checkbox"/>
Regional Hispanic Contractors Association	<input type="checkbox"/>	<input type="checkbox"/>

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



REQUEST FOR PROPOSAL

Non Residential Services

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I. Introduction, Purpose and Intent

Dallas County Juvenile Department (DCJD) 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 non-residential treatment services to youth between the ages of 10 – 18 years, who are under the supervision of the DCJD or otherwise involved in the juvenile justice system in Dallas County.

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

By submitting a proposal, Respondent certifies that it understands:

- 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, at its discretion, may 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 Request for Proposal (RFP) solicitation is being conducted pursuant to Texas Government Code Chapter 262.030.

II. Scope of Services

Background:

Historically, the DCJD has contracted with outside providers for non-residential services for youth at various points on the continuum of delinquent conduct. The needs related to alternative education, monitoring, substance abuse, psychological assessment and treatment services are met through the use of internal programs. The Juvenile Department continues to utilize outside contractors to provide non-residential services to address gaps in the services or when outside providers demonstrated the ability to provide services in a more cost-effective manner.

The Juvenile Department is issuing the Request for Proposal (RFP) to solicit specifically identified types of non-residential services to be delivered in the targeted service areas. The services should be designed to enhance probation casework for optimal protection of the community, encourage positive development and prevent further progression into the juvenile justice system. In addition, DCJD, at its discretion, may utilize the contracted services to support the recreation and treatment needs of youth detained in the Dr. Jerome McNeil Jr. Detention Center.

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

Non-residential services contracts will be funded from the Juvenile Department's General Administration-5110 budget, and grants provided by the Texas Juvenile Justice Department.

The proposed program/service must be designed to address the needs of youth who range in age from 10-18 and are involved in the juvenile justice system. Agencies selected for contract must have a working knowledge of the

community resources that exist throughout Dallas County and the ability to access services, in order to increase opportunities to provide preventive/intervention services for parents and siblings of youth referred to their contract program. The program should include services that can be individualized based on the level of intervention that is required.

The DCJD 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 non-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
Antisocial Behavior	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.
Antisocial Personality	A pattern of behavior characterized by a lack of respect for others' rights, deceitfulness, impulsivity, irritability, and a lack of remorse.	Programs should aim to provide interventions that promote empathy, emotional regulation, and accountability.
Criminal Associates	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.
Criminal Thinking	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.
Employment/ School	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.
Family Relationships	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.

Leisure/Recreation	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.
Substance Abuse	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
Current Abuse/Neglect	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.
Homeless/Runaway	Stability in living conditions is crucial.	Programs should ensure youth have access to safe and supportive housing before addressing longer-term needs.
Mental Health	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.
Sexual Misconduct	Unaddressed instances of sexual misconduct.	Programs should prioritize interventions that target these behaviors, offering specialized therapy and support to prevent further incidents

Target Population:

The youth referred to the contracted program will be under supervision of the Juvenile Department while in the custody of the parent(s)/guardian or may have a deferred adjudication status. In many instances, the youth will be returning home after having been discharged from a residential treatment facility. Youth requiring non-residential services might have one or a combination of the following characteristics:

- a. Enrolled in School with Truancy Issues/Not Enrolled In School.
- b. Negative Peer Associations.
- c. Substance Abuse Issues.
- d. Lacks Family Support.
- e. Pregnant/Parenting Teen.
- f. Anger Management Issues.
- g. Poor Social Skills.
- h. Domestic Violence Issues.
- i. Physical/Verbal Aggression.
- j. Runaway Behaviors.
- k. Low Academic Performance.
- l. 1-3 Grade Levels Behind in School.
- m. Absentee/Incarcerated Parents.
- n. Lacks Positive Role Model.

- o. Exploitation/Prostitution.
 - p. Gang Affiliation.
 - q. Mental Health Concerns/Special Needs.
 - r. Victim of Sexual, Emotional, and/or Physical Abuse.
 - s. Non-compliance with conditions of probation or pre-adjudicated intensive supervision.
 - t. Family is homeless or lacks stable residence and basic living essentials.
-
- i. Contractor shall only accept Clients for enrollment in the Program who are referred by either the DCJD or the Juvenile Courts of Dallas County.
 - ii. Contractor understands that services delivered under this contract shall not be combined with other programs/services offered by the Contractor. Only youth/families referred by the DCJD or the Juvenile Courts of Dallas County shall participate in services provided under this contract.

Geographical Locations of Service Need:

The RFP is soliciting several different types of non-residential services to be delivered throughout Dallas County. However, the need does exist for specific services, in specific geographical areas. Those service needs and the geographical location of those needs are identified in Section D below. The Juvenile Department's primary objective regarding the geographical location of community- based programs is to provide programming in the communities of the referred youth and to minimize time spent in transit to and from the program facility. We believe that the optimum time for commute is 30 minutes each way. Applicants should review this section carefully to determine their ability to provide the specified services to the targeted populations.

Table – A DCJD Non-Residential Services Quadrant Table

Northwest Quadrant

Addison	75001, 75244
Carrollton	75006, 75007
Coppell	75019
DFW	75261
Dallas	75201, 75202, 75204, 75206, 75207, 75209, 75212, 75219, 75220, 75229, 75230, 75235, 75240, 75243, 75247, 75248, 75251, 75252, 75254
Farmers Branch	75234, 75287
Highland Park	75205
Irving	75038, 75039, 75060, 75061, 75062, 75063, 75067
Richardson	75080, 75081, 75082
University Park	75225

Northeast Quadrant

Dallas	75214, 75218, 75223, 75226, 75227, 75228, 75231, 75238, 75246, 75181
Garland	75040, 75041, 75042, 75043, 75044
Mesquite	75149, 75150, 75181, 75182
Rowlett	75088, 75089

Sachse	75048
Sunnyvale	75126, 75181
Wylie	75098

Southwest Quadrant

Dallas	75208, 75224, 75232, 75233, 75237, 75236, 75249
Cedar Hill	75104
Cockrell Hill	75211
Desoto	75115
Duncanville	75116, 75137
Glenn Heights	75154
Grand Prairie	75050, 75051, 75052

Southeast Quadrant

Dallas	75203, 75210, 75215, 75216, 75217, 75241, 75253
Lancaster	75134, 75146
Wilmer Hutchins	75125, 75141, 75172
Seagoville	75159, 75181
Balch Springs	75180, 75181

SOLICITED SERVICES

Applicants must have the ability to offer a range of services based on the individualized needs of the youth and family as identified by the PACT assessment. Proposals must detail how the program will provide services using innovative approaches, and the efforts that will be made to maximize use of existing community resources that are available at no additional cost to the family and/or the Juvenile Department.

Contractors must utilize an established curriculum/syllabus for each service component. The services must be delivered with fidelity according to the proposed curriculum model.

The curriculum/syllabus must be available for review upon the request of the Juvenile Department during the RFP evaluation processes.

Acute Outpatient Services:

Acute outpatient services are services required to meet urgent needs of youth that must be addressed immediately to stabilize the youth before focusing on criminogenic needs. Examples of acute needs include: Current Abuse/Neglect, Homeless/Runaway, Mental Health, and Sexual Misconduct.

Program Length of Stay: 120 days or less.

Location of Service Needs: All quadrants of Dallas County.

Targeted Population: Juvenile probationers between the ages of 10–18 years.

Art Education:

This service category is intended to provide challenges to the target population to help them discover their gifts and talents and build on them. The art education program should promote creative thinking, self-concept, problem-solving, self-expression, positive risk-taking, cooperation, as well as social harmony and appreciation of diversity. The program should offer an in-depth understanding of: order, integrity, truth, flexibility, fairness, dignity, contribution and justice.

The visual arts programs may include, but are not limited to, art forms, such as ceramics, drawing, painting, sculpture, printmaking, design, crafts, photography, video, filmmaking and architecture.

The performing arts programs may include, but are not limited to, forms of creative activities that can be performed in front of an audience, such as theater, music, and dance.

Respondent must be able to deliver the contracted service/program via virtual means as deemed necessary by the DCJD. Respondents must be able to provide electronic devices to program participants, as needed, for participation in services/programming including, but not limited to: hotspots, iPads, laptops and/or cell phones.

The DCJD, at its discretion, may utilize the contracted service to support the function of the Dr. Jerome McNeil Jr. Detention Center via the provision of recreational activities, positive social development programming, counseling and/or treatment services for youth detained in the detention center.

Program Length of Stay: 120 days or less.

Location of Service Needs: All quadrants of Dallas County.

Targeted Population: Juvenile probationers between the ages of 10–18 years.

Criminogenic Needs To Be Addressed: Leisure/Recreation and Criminal Thinking

Detention Alternative Programs:

The objective of the Detention Alternative Program (DAP) service category is to provide counseling and case management services to youth who are released from the juvenile detention center pending completion of the court process. This service category will allow for support to the youth and family until the youth is placed on probation and/or able to start services offered by the Juvenile Department's Special Needs Unit and family preservation programs.

The proposal should include an assessment process through which the vendor gathers background information to identify barriers/challenges that contributed to the youth's referral to the Juvenile Department and the strengths and needs of the youth/family. The vendor will provide resources necessary to address the identified needs of the youth/family or refer the family to community resources, as needed, and follow up on the referrals until the issues are resolved. The vendor will develop an individualized program plan identifying the issues to be addressed during service delivery. The proposal must specify the curriculum or counseling theories to be utilized. Examples of counseling theories include but are not limited to: Strengths Based Counseling; Cognitive Behavioral Therapy (ABC Method); Positive Thinking or Learned Optimism Counseling; and Solution Focused Counseling.

Program participants are referred by the judiciary upon release home from the detention center and are discharged from the program upon disposition of their case. The enrollment/intake session for referred youth/families must occur within twenty-four (24) hours of the youth's release from the juvenile detention center.

Service delivery occurs in the home, at the convenience/availability of the family. The youth/family may receive up to 180 minutes of services weekly. Services may be delivered in three (3) 60-minute sessions, two (2) 90-minute sessions or one (1) 180-minute session.

Adolescent Domestic Violence Component:

All DAP proposals must include a curriculum for adolescent domestic violence to address family violence and violence against romantic partners. Appropriate curricula will teach pro-social skills, such as empathy, impulse control, effective communication, problem-solving, and perpetrator/bystander accountability. The curricula will also focus on socio-cultural issues related to domestic and gender violence, as well as the impact of battering on the victim, observers and the perpetrator. It will educate the youth on elements of healthy relationships through programming topics, including but not limited to: respect for family member roles, power and control, sexual harassment, sexual assault, and dating violence.

Note: Traditional anger management curriculums will not be accepted for this component.

Respondent must be able to deliver the contracted service/program via virtual means, as deemed necessary by the DCJD. Respondents must be able to provide electronic devices to program participants, as needed, for participation in services/programming including, but not limited to hotspots, iPads, laptops and/or cell phones.

The DCJD, at its discretion, may utilize the contracted service to support the function of the Dr. Jerome McNeil Jr. Detention Center via the provision of recreational activities, positive social development programming, counseling and/or treatment services for youth detained in the detention center.

Program Length of Stay:	As dictated by the court process.
Location of Service Needs:	All quadrants of Dallas County.
Targeted Population:	Juveniles being released from the Dallas County Juvenile Detention Center, or as determined appropriate by the judiciary.
Criminogenic Needs To Be Addressed:	Antisocial Personality & Criminal Thinking

Reference information:

Battering Intervention Prevention Program
<https://www.tdcj.texas.gov/divisions/cjad/bipp.html>
https://www.tdcj.texas.gov/documents/BIPP_Accreditation_Process_Policy.pdf
https://www.tdcj.texas.gov/documents/BIPP_Accreditation_Guidelines.pdf

In Touch with Teens Curriculum
<https://preventipv.org/materials/touch-teens-relationship-violence-prevention-curriculum-youth-ages-12-19>

Family Preservation Programs:

The objective of this service category is to provide intense and comprehensive home-based services that will be utilized to divert youth from residential placement.

Service delivery occurs in the home, at the convenience/availability of the family. The youth/family may receive up to 120 minutes of services weekly. Services may be delivered in one (1) 120-minute session, or two (2) 60-minute sessions, weekly.

Contractors will be required to conduct pre-admit assessments with the youth and parent/guardian to determine their appropriateness for services and their willingness to participate in services.

The program design and performance outcomes for this category must be consistent with a proven or evidence-based program model. It is expected that the program model will be implemented with fidelity. Program staff must receive ongoing training and supervision from the appropriate authorities to ensure fidelity in every aspect of service delivery.

Respondent must be able to deliver the contracted service/program via virtual means, as deemed necessary by the DCJD. Respondents must be able to provide electronic devices to program participants, as needed, for participation in services/programming including, but not limited to hotspots, iPads, laptops and/or cellphones.

The DCJD, at its discretion, may utilize the contracted service to support the function of the Dr. Jerome McNeil Jr. Detention Center via the provision of recreational activities, positive social development programming, counseling and/or treatment services for youth detained in the detention center.

Program Length of Stay:	120 days.
Location of Service Needs:	All quadrants of Dallas County.
Targeted Population:	Juvenile probationers identified as candidates for residential placement.
Criminogenic Needs To Be Addressed:	Family.

Gender Specific Mentoring Services for Female Juveniles

Services should be designed to provide a positive adult support system through assignment of a mentor to youth who have little family support or positive adult influences. The mentor helps youth to develop trust through the relationship developed and acts as a positive role model. The service contacts typically include one-on-one, small group, and large group interaction between the mentor and youth for a minimum of weekly contacts. The following are considered appropriate objectives for the mentor programs:

- a. To provide general guidance to referred youth;
- b. To promote personal and social responsibility among youth;
- c. To increase academic interest and performance by encouraging educational excellence and removing barriers that impact the education process;
- d. To discourage involvement in gangs, use of illegal drugs, firearms, involvement in violence and other delinquent activities;
- e. To encourage the youth's participation in positive community activities;
- f. To promote self-efficacy by teaching individual responsibility to give back through service learning, community service activities and helping others succeed;
- g. To provide positive exposure to female juveniles that they may not otherwise get and do not know they need;
- h. To build positive self-esteem and self-confidence through cultural competence;
- i. To help the youth identify their purpose and cultivate their strengths, talents and passions;

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- Service delivery occurs in the home, at the convenience/availability of the family. The youth/family may receive
- j. To teach leadership skills and encourage the youth to see themselves as leaders;
 - k. To promote advocacy by teaching the youth to stand up for fairness/their own beliefs;
 - l. To prepare the youth for manhood through life skill development, health/fitness and social/dining etiquette training, etc.;
 - m. To teach skills for fostering healthy relationships absent of acts of violence, coercion and/or abuse in order to dominate and control others; and
 - n. Teach empathy and accountability.

Proposed programs must include gang intervention/prevention counseling and drug education counseling as program components. Program participants should receive a certificate of completion for successful completion of these program components.

Respondent must be able to deliver the contracted service/program via virtual means as deem necessary by the Dallas County Juvenile Department. Respondents must be able to provide electronic devices to program participants, as needed, for participation in services/programming including, but not limited to: Hotspots, iPads, laptops and/or cellphones.

The DCJD, at its discretion, may utilize the contracted service to support the function of the Dr. Jerome McNeil Jr. Detention Center via the provision of recreational activities, positive social development programming, counseling and/or treatment services for youth detained in the detention center.

Program Length of Stay: 120 days.

Location of Service Needs: All quadrants of Dallas County.

Targeted Population: Juvenile probationers between the ages of 10–15.7 years; and Youth between the ages of 16-18 years, with no case management issues may be served by mentor programs via individual programming.

Intensive Case Management Services:

The Juvenile Department considers case management to be a comprehensive and collaborative process of assessments, planning, facilitation and advocacy for options and services to meet the needs of referred youth. Applicants responding to this service category must have a strong knowledge of community resources throughout Dallas County. They must possess the ability to advocate for the youth/families and assist them in brokering bureaucratic policies of social service agencies. The vendor must effectively network and collaborate with local businesses and organizations to develop employment opportunities for youth who complete the job readiness/job placement requirements. Applicants must have knowledge of the education process and the ability to advocate for the youth and explore options for successful completion of the education process. Proposed services should include, but are not limited to:

- a. Case management to assist the family in meeting basic needs (food, clothing, childcare, utilities, housing, medical, mental health).
- b. An assessment of the youth's behavior and attendance at school and facilitation of a collaborative effort between the youth/family/school to identify/address any barriers that threaten the youth's success in school.
- c. An assessment of the youth's academic status at school and facilitate discussions between the youth/parent/school officials to address deficiencies and develop a plan of action (including, but not limited to, enrollment in tutoring, credit recovery, GED/alternative education program, college or a vocation program).

- d. Facilitation of the youth/family's enrollment into community-based counseling services provided by credentialed professionals.
- e. Adult/Life skills training.
- f. Prevention education on drug use, violence, school drop-out, teen pregnancy, and HIV-AIDS.
- g. Job readiness/employment assistance for the youth and/or parent.
- h. Provide or facilitation of enrollment in parent skills training for male and female teens.
- i. Facilitation of community linkage with a positive adult role model for ongoing support after the youth discharges programming.
- j. An assessment of the youth's strengths, interests and talents and facilitation of community linkage to school, church and/or community programs for constructive alternatives for leisure time.
- k. Referrals to services for domestic violence.
- l. Social skills training.
- m. Crisis/safety planning for youth/family.
- n. Gang intervention services.
- o. Referrals to substance abuse treatment for family members.

Vendors proposing to utilize nationally recognized or licensed models such as wraparound will be expected to implement the program model with fidelity.

Respondent must be able to deliver the contracted service/program via virtual means as deemed necessary by the DCJD. Respondents must be able to provide electronic devices to program participants, as needed, for participation in services/programming including, but not limited to: Hotspots, iPads, laptops and/or cell phones.

The DCJD, at its discretion, may utilize the contracted service to support the function of the Dr. Jerome McNeil Jr. Detention Center via the provision of recreational activities, positive social development programming, counseling and/or treatment services for youth detained in the detention center.

Program Length of Stay:	120 days.
Location of Service Needs:	All quadrants of Dallas County.
Targeted Population:	Juvenile probationers between the ages of 15.8 -18 years.
Criminogenic Needs To Be Addressed:	Education/Employment and Criminal Associates.
Acute Needs:	Homeless/Runaway and Mental Health.

Outpatient Substance Use Treatment Services:

We are soliciting proposals for supportive outpatient and intensive outpatient drug treatment services for youth who do not require the structure of a day treatment or residential treatment program. Applicants must be licensed by the Texas State Department of Health Services (TSDHS) to provide supportive outpatient and intensive outpatient substance abuse treatment. The proposed service package must include at least two random urinalyses monthly, chemical assessments, and drug treatment counseling provided in accordance with the TSDHS standards. A certificate of completion will be required for youth successfully completing the program.

Respondent must be able to deliver the contracted service/program via virtual means as deemed necessary by the DCJD. Respondents must be able to provide electronic devices to program participants, as needed, for participation in services/programming including, but not limited to: Hotspots, iPads, laptops and/or cellphones.

The DCJD, at its discretion, may utilize the contracted service to support the function of the Dr. Jerome McNeil Jr. Detention Center via the provision of recreational activities, positive social development programming, counseling and/or treatment services for youth detained in the detention center.

Program Length of Stay:	180 days.
Location of Service Needs:	All quadrants of Dallas County.
Targeted Population:	Juvenile probationers with chemical assessment recommendations for supportive outpatient drug treatment, intensive outpatient drug treatment, or drug education/intervention services.
Criminogenic Needs To Be Addressed:	Substance Abuse.

Probation Violation Response Programs:

Probation Violation Response Programs are defined as consequences or punishment administered by the probation officer as a result of non-compliance with the court ordered terms and conditions of probation.

The levels of Probation Violation Response Programs vary and are utilized at the discretion of the probation officer and the probation officer's supervisor during the administrative hearing process in lieu of a referral to the juvenile court for probation violations.

Behaviors/actions warranting referral to Probation Violation Response Programs include, but are not limited to, curfew violations, truancy, disruptive behavior, failure to participate in required services. The length of stay for Probation Violation Response Programs is generally short. They range from 1, 2, 3 or 4 Saturday assignments.

Typical after school and evening programs are not considered as Probation Violation Response Programs. Probation Violation Response Programs should be highly structured and include services that have proven to be successful, based on the applicant's prior knowledge and experience working with this difficult population, specifically youth who have failed to respond to traditional forms of intervention. An accountable and effective Probation Violation Response Programs should be:

- a. Surely, swiftly, and consistently attached to wrongdoing;
- b. Imposed with the goal of repairing harm to individual victims and the community to the greatest extent possible and, more generally, to emphasize the importance of probation compliance;
- c. Flexible and diverse enough to fit a variety of situations and types of offenders and infraction;
- d. Sufficiently graduated to respond appropriately to each succeeding infraction; and
- e. Effective in promoting behavior change.

Probation Violation Response Programs applicants whose primary focus is community service should note the following requirements:

- a. The community service projects must occur on the weekends and away from the contractor's facility.
- b. Time served on community service projects facilitated by Probation Violation Responses Programs will not be credited to community service hours ordered by the court.

Probation Violation Response Programs applicants should note that Dallas County does not utilize Probation Violation Responses Programs whose methodology and/or programming involves any form of boot camp or physical training.

Respondent must be able to deliver the contracted service/program via virtual means as deemed necessary by the Dallas County Juvenile Department. Respondents must be able to provide electronic devices to program participants, as needed, for participation in services/programming including, but not limited to: Hotspots, iPads, laptops and/or cellphones.

Program Length of Stay:1 to 4 weekends, 1 to 2 weeks or as dictated by the probation officer.

Location of Service Needs:All quadrants of Dallas County.

Targeted Population:Juveniles on court ordered probation supervision.

Vocational Training Programs:

The objective of the vocational training program is to expose referred youth to the fundamentals of their desired trade through hands-on experience. Upon successful completion of the vocational training program, the youth will possess a skill that can be utilized to either further his/her training or seek an apprentice job. These services should be available for age-appropriate clients and should include other components to increase the likelihood of success, such as vocational assessment and career exploration, pre-employment skills training; job placement assistance; independent living skills/life skills. Examples of core service components for vocational training programs are as follows:

- Machine Shop and Welding

Residential Carpentry

Nurses Aid

Business Office Services

Computer Training

Auto Body Repair

Horticulture Skills

Plumbing
- General Automotive Maintenance

Electrical Construction/Repair

Painting and Decorating

Small Engine Repair

Air Conditioning and Heating

Janitorial Services

Masonry

Cosmetology/Barber School

Respondent must be able to deliver the contracted service/program via virtual means as deemed necessary by the DCJD. Respondents must be able to provide electronic devices to program participants, as needed, for participation in services/programming including, but not limited to: Hotspots, iPads, laptops and/or cell phones.

The DCJD, at its discretion, may utilize the contracted service to support the function of the Dr. Jerome McNeil Jr. Detention Center via the provision of recreational activities, positive social development programming, counseling and/or treatment services for youth detained in the detention center.

Program Length of Stay:180 days.

Location of Service Needs:All quadrants of Dallas County.

Targeted Population:Juvenile probationers between the ages of 16 – 18 years.

Criminogenic Needs To Be Addressed:Education/Employment.

Youth and Family Counseling Services:

The objective of this service category is to provide referred youth with anger management, adolescent domestic violence and positive social development counseling, using cognitive behavioral therapy and/or psycho-education counseling. Contracts awarded in this service category will be utilized as an overflow to the Juvenile Department’s

internal clinical services. All counseling services must, at a minimum, be provided under the supervision of a licensed clinician.

Proposals must include established curricula for each of the following program components. The curricula must be available for review during the RFP evaluation process:

Anger Management Component

Objectives: To teach the youth specific skills and ways of thinking to help them cope with anger. The counseling should help the participants: Identify triggers and respond in nonaggressive ways; Learn specific skills to use in situations likely to trigger your anger; Recognize when they aren't thinking logically, and correct their thinking; Calm down when they begin to feel upset; Express their feelings and needs assertively (but not aggressively); Focus on problem-solving in frustrating situations; and Communicate effectively to defuse anger and resolve conflicts.

Topics may include, but are not limited to the following:

- What is anger and anger management?
- Anger and the Family: How does your family express anger and other emotions?
- How has anger become a problem for you?
- Four Cue Categories which occur in response to anger-provoking events.
- Physical, Behavioral, Emotional and Cognitive cues of anger.
- Aggression Cycle: (1) Escalation Phase; (2) Explosion Phase; and (3) Post-Explosion Phase.
- Assertiveness and the Conflict resolution Model

Activities may include but are not limited to: Identification of event triggers; Creation and utilization of anger meters and anger control plans; Interactive group discussions; Guided relaxation through breathing exercises; Role-play conversations; Homework exercises, Videos, Speakers, and Journaling.

Adolescent Domestic Violence Component

Proposals must include a curriculum for adolescent domestic violence to address family violence and violence against romantic partners. Appropriate curricula will teach pro-social skills such as empathy, impulse control, effective communication, problem solving, and perpetrator/bystander accountability. The curricula will also focus on socio-cultural issues related to domestic and gender violence, as well as the impact of battering on the victim, observers and the perpetrator. It will educate the youth on elements of healthy relationships through programming topics, including but not limited to: Roles of family members, power/control, sexual harassment, sexual assault, and dating violence.

Objectives: To prevent youth who have witnessed domestic violence from resorting to acts of physical violence, coercion/threats, intimidation, emotional abuse, digital abuse in order to dominate and control others; To provide intervention to youths who have already begun to exhibit the effects of abuse and violence within their own interpersonal relationships; To help youth take ownership of abusive behavior by identifying victims of abusive behavior and cues that precede abuse and the consequences; To help the youth develop specific skills to support personal accountability and self-agency.

Activities may include, but are not limited to: Guided interactive group discussions; Role-playing; Journaling; Guided relaxation through breathing exercises; Videos; Speakers; and Homework exercises.

Note: Traditional anger management curriculums will not be accepted for this component.

Positive Social Development Component

Objectives: To provide information that will encourage positive social development; To teach effective communication and decision making skills; To impart knowledge that will assist participants in overcoming past mistakes and growing into law abiding and productive citizens.

Topics may include, but are not limited to: Empathy; Bullying; Respect; Self-discipline; Character; Peer Influence; Positive self-talk; Conflict Resolution; Personal Accountability; Positive Morals and values; Community Service; Trustworthiness; Decision Making Skills; Planning/Preparation; Effective Communication Skills; Setting/Achieving Goals; Staying calm during a storm; Appearance/First Impressions; You are not your circumstance; Oppositional defiant behaviors; Acceptance/Tolerance of Others; Being comfortable in your own skin; Relationships: Healthy vs. Unhealthy;

Activities may include but are not limited to: Guided interactive group discussions; Role-playing; Journaling; Guided relaxation through breathing exercises; Videos; Speakers; and Homework exercises.

Respondent must be able to deliver the contracted service/program via virtual means as deemed necessary by the Dallas County Juvenile Department. Respondents must be able to provide electronic devices to program participants, as needed, for participation in services/programming including, but not limited to: Hotspots, iPads, laptops and/or cellphones.

Program Length of Stay:	12 – 14 weeks per component.
Location of Service Needs:	All quadrants of Dallas County.
Targeted Population:	Juvenile probationers between the ages of 10–18 years.

Other (New and Innovative):

The purpose of this category is to allow for the review of new and innovative programs and or nationally recognized best practice models that are proven to be effective methods of juvenile delinquency prevention/intervention. Potential applicants may visit the websites listed below or similar websites for program options.

Office of Juvenile Justice and Delinquency Prevention's Model Programs Guide (MPG)

<https://ojjdp.ojp.gov/model-programs-guide/home>

Office of Juvenile Justice and Delinquency Prevention's Evidence-based Programs

<https://ojjdp.ojp.gov/evidence-based-programs>

Respondent must be able to deliver the contracted service/program via virtual means as deemed necessary by the DCJD. Respondents must be able to provide electronic devices to program participants, as needed, for participation in services/programming including, but not limited to: Hotspots, iPads, laptops and/or cellphones.

The DCJD, at its discretion, may utilize the contracted service to support the function of the Dr. Jerome McNeil Jr. Detention Center via the provision of recreational activities, positive social development programming, counseling and/or treatment services for youth detained in the detention center.

Program Length of Stay:	To Be Determined.
Location of Service Needs:	All quadrants of Dallas County.
Targeted Population:	Juvenile probationers between the ages of 10–18 years.
Criminogenic Needs To Be Addressed:	To Be Determined.

FEE FOR SERVICE RATE STRUCTURE

The following are important factors for consideration of potential respondents:

- a. Reimbursement under this RFP will be made under a purchase of services system by which contractors are reimbursed for units of services delivered during a given month. The Juvenile Department does not recognize ‘per diem’ as a service unit option for non-residential services contracts. All contractors will be reimbursed for specific contacts or sessions of services delivered.
- b. Applicants must understand that this is not a grant and there is absolutely no allowance for start-up costs. Contractors are reimbursed for services delivered only.
- c. The Juvenile Department does not guarantee referrals to any agency selected for contract award.
- d. Prospective service providers must be able to operate without continuous funding from the Juvenile Department.
- e. Referrals are made based on the needs of each individual youth for which services are required. Many factors contribute to referral decisions, such as the geographical location of the program in proximity to the youths’ residence; the agencies’ ability to address multiple needs for youth; the availability of bilingual services; the agencies’ provision of services/assistance to the parents/siblings of referred youth; and opportunities for third party billing; etc.
- f. The reimbursement rate structure will remain as specified in the RFP for the duration of the RFP term, unless, at its own discretion, the DCJD determines that a rate structure adjustment is necessary. In such circumstances, the rate structure adjustment shall apply to all service categories of this RFP.
- g. The vendor will not be reimbursed for time spent in relation to court ordered programs/services such as, but not limited to transportation to court appearances, probation reporting, community service events, or assessment/evaluations, etc. Thus, the vendor will only be reimbursed for the contracted service(s).
- h. Contract Non-Residential Services Rate Structure.

The Juvenile Department’s current rate structure for contract non-residential services is provided below. Proposed rate structures should not exceed those listed.

- i. Art Education:
\$126.00/per youth/per 4-hour day
- ii. Detention Alternative Programs:

Counseling Sessions: \$74.00/per 60-minute session; or \$111.00/per 90-minute session Case Management: \$74.00/per 60-minute session

- iii. Family Preservation Programs:
In-Home Services: \$218.00/per 60-minute session
Pre-admit Assessment: \$105.00/per 60-minute session
Case Management: \$74.00/per 60-minute session
 - iv. Intensive Case Management:
Regular: 10 Hours Weekly @ \$55.00/per youth/per hour
Intensive: 15 Hours Weekly @ \$55.00/per youth/ per hour
 - v. Outpatient Substance Use Treatment Services:
Individual/Family Sessions: \$126.00/per youth/per 60-minute session
Group Counseling: \$68.00/per youth/per 60-minute session
Home Visits (Counseling/Treatment Planning Session): \$189.00/per youth/per 90-minute session
 - vi. Youth and Family Counseling Services:
Individual/Family Sessions: \$126.00/per 60 min. session
Group Counseling Sessions: \$68.00/per youth/per 60-minute group session; or \$102.00/per youth/90-minute group session
Intake/Enrollment/Assessment: \$102.00/per youth/per 90-minute session
 - vii. Out-Patient Acute Psychiatric Services:
The reimbursement rate for out-patient acute psychiatric services will be negotiated based on the proposed services, industry rates and established DCJD rates for comparable services.
 - viii. Probation Violation Response Programs:
The reimbursement rate for probation violation response programs will be negotiated based on the proposed services, industry rates and established DCJD rates for comparable services.
 - ix. Vocation Training:
The reimbursement rate for vocational training will be negotiated based on the proposed services, industry rates and established DCJD rates for comparable services.
 - x. Other (New and Innovative):
The reimbursement rate for new and innovative services will be negotiated based on the proposed services. industry rates and established DCJD rates for comparable services.
- All reimbursement rates will have corresponding minimum service requirements, determined by the Juvenile Department and the contractor. If less than the minimum service requirements are met, a pro-rated amount will be applied, as stipulated by the Juvenile Department.
- Reimbursement of actual program costs will be made no later than 30 days after receipt of:

- i. A verified and proper reimbursement request; and
- ii. Required statistical and/or programmatic documentation; and
- iii. Documentation to indicate Insurance requirements have been met.

MANDATORY COMMUNICATION REQUIREMENTS

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

- a. Weekly Census Report (“WCR”) - Contractor must submit a Weekly Census Report to account for referrals to the contracted program. The information reported shall include but is not limited to current enrollments, pending enrollments and discharged youth. The report format and reported information shall be determined by the Juvenile Department. The report must be received by the Juvenile Department on Monday of each week, by 12:00 noon.
- b. Enrollment/Intake Notification (“EIN”) - Each individual Client enrolled in the Program shall have an Enrollment/Intake Notification completed by the appropriate Contractor staff within seventy-two (72) business hours after receipt of the referral from Dallas County. Contract staff completing the EIN must include the parent/guardian and the assigned probation officer in the intake process to ensure that the Services do not conflict with the Client’s legal obligations. Contractor must notify Contract Services of program enrollments on the next business day, following the completion of the enrollment/intake process.

Intake Form

- c. The youth/parent must receive a verbal explanation, and a copy of the information listed below in a language understandable by both. Contractor must maintain signed acknowledgement that the information was received by both, the youth and parent.
 - i. Client Confidentiality
 - ii. Grievance Procedures
 - iii. Client Bill of Rights
 - iv. Medical Emergency Plan
 - v. Emergency Behavior Intervention (EBI)
 - vi. Zero Tolerance for Sexual Victimization and Sexual Harassment
- d. Individual Program Plan (“IPP”) - An Individual Program Plan (“IPP”), also referred to as the Monthly Staffing Form (MSF), shall be developed on each individual Client enrolled in the Program and shall be based on information contained in the referral packet, input from the assigned probation officer, and information obtained during the Contractor’s intake assessment process. The IPP shall identify the specific criminogenic needs to be addressed; shall identify the Program’s objectives and the method of intervention; and shall state how parent(s), guardian(s) or other extended family members will be involved in the IPP. The IPP shall be structured to meet all goals and objectives within the timeframe specified in the Contractor’s proposal submitted in response to RFP No. 2025-XXX-XXXX. The IPP must be received by the Juvenile Department within five (5) business days of the Client’s enrollment into the Program or as specified by Contract Services.

- e. Weekly Progress Report (“WPR”) - A Weekly Progress Report also referred to as Progress Notes (PN), must be developed on each individual Client enrolled in the Program. The WPR shall report the youth’s level of participation, attendance, and behavior during programming each day. In addition, the report must describe the activities and the youth’s response to the program activities. The report must also highlight any advances/progress that the youth exhibited during the session. The Contractor must forward the WPR to the assigned probation officer and Contract Services by 12:00 noon, each Tuesday of the week while the Client is enrolled in the Program or as specified by Contract Services.
- f. Monthly Status Report (“MSR”) - A Monthly Status Report shall be completed each month on each individual Client enrolled in the Program. The MSR shall include an overview of the Client's attendance, participation, behavior, compliance with program rules/requirements, advances/progress made, and challenges/barriers that impacted service delivery. The MSR must report the overall status of the identified criminogenic needs for which the youth was referred to the program. The MSR must also report case management services rendered to the Client and family during the report period. The MSR shall be submitted to the assigned probation officer no later than the fifth (5th) business day of the month following the month in which services are provided.
- g. Non-Residential Services Discharge Report (“NRSDR”) - A Non-Residential Services Discharge Report shall be completed upon discharge of each Client from the Program. The discharge report will include enrollment date, discharge date, status and/or progress of client in each criminogenic need identified in the IPP, reason for discharge, discharge status and referrals made to community resources that will continue after discharge. The NRSDR report is due within five (5) business days of the discharge date. Contractor must notify Contract Services of program discharges on the next business day following the discharge.
- h. When a Client is unsuccessfully discharged, Contractor shall complete the NRSDR, attach all incident reports relevant to the decision to discharge the Client and provide these to Contract Services and the probation officer at the time of discharge.
- i. Contractor shall submit the Non-Serviced Referral Report form to provide written notification to the County when the Contractor is unable to provide services to any youth referred to the Program. Contractor must submit the form to Contract Services within ten (10) business days after receipt of the referral, if services will not be rendered. This does not apply to the DAP programs. Non-serviced issues for DAP cases must be staffed with Contract Services immediately, if services will not be delivered.
- j. Daily Sign-In Sheets or participation documentation forms must be completed by each youth and maintained in a separate file at the facility. The form must include the following:
 - i. Pre-printed name of each Client enrolled in the program.
 - ii. Client signatures In and Out of the facility/services each day.
 - iii. Actual time that each Client signs into the facility/services each day.
 - iv. Actual time the Client signs out of the facility/services each day.
 - v. Correct date that services were rendered.

The documented In and Out times must be the actual time that the event occurred. The time shall not be rounded up or down. In addition, the time should not be pre-typed or written in the document. The time must be entered by the program participant(s), (youth, parent/ guardian).

- k. Contractor shall make chronological entries in the individual Client files each day that services are rendered. The chronological entries should include pertinent information concerning Client progress; problems or concerns; attitude; relationship with peers, staff and family; educational progress, etc.
- l. Contractor shall maintain Group Sign-In Sheets for all group sessions outlined in Attachment A (Exhibit C). The Group Sign-In Sheet must include date, topic, objective of discussion, instructor/facilitator, begin/end times, and signature of each Client participating. If parents are required to attend, a parent's signature must be obtained.
- m. Contractor shall document all telephone contacts with or regarding the Client. Documentation must include the date, time, person contacted, and a summary of the contact, including whether contact was made. Telephone contacts must be documented in the case file or may be maintained in a phone log.
- n. Contractors who do not provide in-facility programming (whose services are delivered in the home, school and community), shall document all contacts/visits related to the Client's case by obtaining the signature of the Client or the person contacted, if the Client is not present. Documentation shall also include the date, time, person contacted, and a summary of outcomes, including unsuccessful attempts. The signatures and begin/end times must be obtained at the time of the visit and must be documented by the Client, or the person contacted.
- o. Contractors do not monitor school attendance. Services delivery may require scheduled meetings on the school campus between school officials, the contractor's staff, the youth and parent/guardian. Such meetings will be scheduled in advance and must be documented as indicated in Section V, j. above.
- p. Incident Reporting - If a Youth enrolled in the contracted program 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 Contract Services 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, Juvenile Department's Detention Intake Screening Unit (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 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:

- i. 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.
- ii. 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.

- x. 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.

MANDATORY 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 DCJD 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 DCJD'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.
- c. The contractor must obtain written authorization from the Juvenile Department as well as the Juvenile Court prior to using photographs or audio/video recordings of youth, in publications of any kind, including but not limited to: efforts to publicize events and/or services offered by the contractor.

Under the terms of the contract, the contractor will be required to provide a brochure which provides contact information, office hours, service delivery hours and a description of the contracted program's service components. The brochure must be updated based on significant changes to the contracted services/program. The brochure must be available for distribution upon contract execution.

PERSONNEL/STAFF REQUIREMENTS

Contractor must adhere to the following requirements for all personnel/staff working under the contract, including but not limited to full-time/part-time employees, contract staff, interns, and volunteers.

Relationship of Parties:

Contracts awarded under RFP No. 2025-045-7070 will be to independent contractors and not agents, servants, joint enterprises or employees of the County. Contractor represents that it has, or will secure at its own expense, all personnel and consultants required in performing the Services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the County.

Criminal Background Check Requirements:

The Contractor must ensure that criminal background checks are conducted on each individual working/serving on behalf of the contractor who will have direct contact with program participants. This includes, but is not limited to, full-time/part-time employees, contract staff, interns, and volunteers.

- a. The Contractor's personnel will undergo two (2) separate background check processes. The first check will be through the Contractor's internal background check process. The second background check will be conducted by Dallas County.
- b. The Contractor understands that under no circumstances should individuals working on behalf of the contractor, in any capacity (including but not limited to full-time/part-time employees, contract staff, interns, and volunteers), have contact or any type of interaction with youth/families involved in the contracted program/services, prior to being cleared by Dallas County's background check process.
- c. Contractor acknowledges and agrees to perform background checks on all employees and personnel providing services to the County under this contract in accordance with the contractor's internal policy on background checks.

- d. When considering the appropriateness of personnel to work in the contracted service/program, the Contractor must adhere to the following mandates of the Texas Juvenile Justice Department which prohibits individuals from working or volunteering under this Contract, if they:
 - i. Have been convicted or placed on deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years, and /or is not currently on felony probation or parole.
 - ii. Have been convicted or placed on deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years, and /or is not currently on a jailable misdemeanor probation or parole.
 - iii. Are registered or are required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedures.
- e. Contractor must maintain records documenting that these checks have been conducted and make those records available to County upon request.
- f. Contractor's internal policy must require all program staff to self-report arrests to designated administrative staff within 24 hours of release from custody of the law enforcement agency. The contractor must in turn notify the Contract Services manager of the arrest within the same 24 hour period.
- g. Dallas County's Rights to Further Screen Personnel

Dallas County will conduct its own suitability screening of the Contractor's existing and potential employees and personnel providing services under this contract.
- h. The additional background checks will be conducted by Dallas County through agencies including but not limited to:
 - i. Texas Department of Public Safety's Fingerprint Applicant Services of Texas (FAST) system. Potential staff will undergo background checks through the Texas Department of Public Safety's FAST system utilizing the DCJD's ORI #: TX057013G. Subsequent re-verification checks through FAST may be conducted as deemed necessary by Dallas County.
 - ii. Texas Child Abuse/Neglect Central Registry
Potential staff will undergo background checks through the Texas Child Abuse/Neglect Central Registry, prior to employment. Subsequent re-verification checks, through the Central Registry, will be conducted annually, during the contract renewal process as dictated by Dallas County.
- i. The Contractor is responsible for notifying Dallas County of potential new hires or candidates of interest by forwarding documentation indicating completion of the FAST process and the completed application for the Texas Child Abuse/Neglect Central Registry check.
- j. The County will review the results of the criminal background checks and determine the individuals' eligibility to volunteer or work under this Contract. At a minimum, Dallas County will consider the TJJD mandates detailed in Section VII, d. The County will notify the Contractor of the outcome, accordingly.

- k. These additional background check requirements do not waive any responsibility or obligation of the Contractor under Section VII.
- l. Contractor is responsible for all costs associated with FAST fingerprint-based check, the criminal record check and Texas Child Abuse/Neglect Central Registry check.
- m. The Contractor shall inform all employees and personnel providing services of this contract of the additional background check screening requirements. The additional background check (including fingerprinting) will be the responsibility of the Contractor.
- n. Waiver

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

- i. To allow the County or a third-party agency to collect and check the employee/personnel's background and qualifications, as permitted by applicable law; and
 - ii. To release to the County (and its employees) the employee/personnel's background history and/or criminal history.
- o. Warranties

Contractor represents and warrants:

- i. All employees/ personnel who perform any services for the County have undergone the Contractor's background check and a Dallas County Background Check process.
- ii. Contractor has a background check process/service/policy which includes, at a minimum, the procedures/searches/information identified in Section VII.
- iii. It will ensure that personnel are in compliance with the background check requirements throughout the Contract term, and any extension thereto, including the duty to notify in Sections VII, f.
- iv. It will ensure that under no circumstances will potential personnel or existing personnel working on behalf of the contractor, or otherwise associated with the contractor (including but not limited to full-time/part-time employees, contract staff, interns, and volunteers), have contact or any type of interaction with youth/families involved in the contracted program/services, prior to being cleared by the DCJD's background check process.
- v. All employees/personnel, including, but not limited to: full-time/part-time employees, contract staff, interns, and volunteers, who perform services of any kind, under the contract, are at least twenty-one (21) years of age.

Staff Training Requirements:

Contractor must ensure that staff involved in the Program receive a minimum of forty (40) hours of in-service training during the first year of employment, and annually thereafter as appropriate for the service provided. The forty (40) annual training hours must include, but is not limited to the following:

- Cultural Sensitivity/Cultural Diversity/Cultural Responsiveness Training.
- Emergency Behavior Intervention (De-escalation and restraint application).
- Standard First Aid and Cardiopulmonary Resuscitation (CPR).

- d. Prison Rape Elimination Act (PREA)/Zero Tolerance (Sexual Victimization/ Harassment).
- e. Code of Ethics.
- f. Abuse, Neglect, and Exploitation (ANE); and
- g. Trauma Informed Care.

The emergency behavior intervention model must emphasize de-escalation techniques for verbally and physically aggressive behaviors. In addition, the model must include techniques for physical restraint application to only be applied in instances of threat of imminent or active: self-injury, injury to others; or serious property damage. Physical restraints must be used only as a last resort.

The training program must also be one that is approved by the Texas Juvenile Justice Department. Contractor must maintain records documenting staff training and make those records available to County upon request.

Contractor must provide Dallas County with the name and credentials of internal trainers.

Contractor's internal training staff must participate in train-the-trainer sessions offered by the Juvenile Department.

Personnel Files:

Contractor shall maintain personnel files for all Program employees and personnel including, but not limited to: full time, part time, interns, contract staff, and volunteers. The personnel file must include the following documentation:

- a. employment application.
- b. job description.
- c. copy of government issued identification card
- d. evidence of criminal background checks.
- e. copy of education credentials.
- f. staff training records.
- g. staff incident reports with noted disciplinary action taken.

Employee personnel files shall be available for review by the County upon request.

HEALTH AND SAFETY STANDARDS:

- a. Successful completion of a fire inspection performed by the appropriate agency on an annual basis and one time issuance of a Building Certificate of Occupancy are required prior to the date of signature of this contract unless a written statement from the appropriate agency indicating the facility is generally safe for the population served and the use intended is presented.
- b. Contractor will comply with the Department of Human Services standards for successful completion of an annual health inspection, if food is prepared and served on the premises.
- c. Contractor will comply with all applicable City, County, and State health and safety codes and ordinances and regulations governing any activity as contemplated herein as requested by the County. Failure to do so will result in a minimum \$500 fine being assessed against the Contractor.

- d. All licenses, legal certifications or inspections required for the Services, facilities, equipment, or materials, and all applicable State and Federal laws and local ordinances, must be complied with by the Contractor. Failure to comply with this requirement shall be treated as a default.
- e. Written documentation of compliance with the above standards must be kept on file and posted at the Program facility.
- f. Contractor must have written consent from Dallas County prior to changing the designated location of service delivery.
- g. Contractor must maintain on file, contact information for three (3) relatives and one (1) non-relative for use in emergency situations during which the parent/guardian cannot be reached or are not available to take custody of their youth. This information/consent can only be provided by the parent/guardian.

Transportation Requirements:

- a. Contractors must adhere to the following mandatory transportation requirements:
- b. The transportation pick-up and drop-off locations must be arranged with the youth's parent/guardian.
- c. The contractors providing transportation must ensure that program participants are transported home at or before 9:30pm.
- d. Automobiles utilized to transport program participants must have the required insurance coverage and must be covered by the contractor's commercial auto liability insurance related to the non-residential services contract.
- e. Automobiles utilized to transport program participants must be maintained in appropriate working condition.
- f. Automobiles utilized to transport program participants must have current safety inspections and vehicle registration.
- g. Staff responsible for transporting program participants must adhere to all state and federal driving laws and rules set by the service agency.
- h. Everyone being transported must have a comfortable seat and a functioning safety restraint (seat belt).

Policy and Procedures:

Contractor must have written policy and procedures that are specific to the contracted program/service. The policy and procedures must be available for review at the request of Dallas County. At a minimum, the policy and procedures must address the following topics:

- a. Client Confidentiality
- b. Grievance Procedures
- c. Client Bill of Rights
- d. Medical Emergency Plan
- e. Emergency Behavior Intervention (EBI)

- f. Client Supervision
- g. Emergency Evacuation
- h. Safety Drills: Fire, Severe Weather, Active Shooter
- i. Staff Training
- j. Communication with Juvenile Department
- k. Incident Reporting
- l. Reporting Allegations of Abuse and Neglect
- m. Non-Discrimination Policy
- n. Unscheduled Program Closings/Cancellations
- o. Transportation Safety
- p. Program Operation and Service Delivery (step-by-step instructions for each component)
- q. Media Policy
- r. Zero Tolerance for Sexual Victimization and Sexual Harassment
- s. Non-Discrimination Statement and Policy
- t. New Hire Employment Process
- u. Criminal Background Checks
- v. Random Drug Testing
- w. Pre-employment Physical
- x. Texas Abuse and Neglect Registry Check
- y. Crisis Plan
- z. Enrollment/Intake/Assessment Process
- aa. Reporting and Accountability
- bb. Supervision and Staffing
- cc. Emergency contact information for program participants
- dd. Service Delivery Sites
- ee. Dallas County Program Monitoring and Contract Compliance Monitoring Processes

Failure to comply with any of these clauses or any other requirements specified herein will put Contractor in default of this Contract and may result, at the sole discretion of the County, in the disallowance of funds, assessment of monetary fines, immediate interruption of service delivery and the withholding of future awards, in addition to any other remedies permitted by law.

EXAMINATION OF SERVICE DELIVERY SITE, PROGRAM OPERATION AND RECORDS

DCJD is responsible for closely monitoring the Contractor and the exercise of reasonable care to enforce all terms and conditions of its grants and DCJD requirements under this contract. Contractor agrees to fully cooperate in the monitoring process.

Contractor agrees that it will permit Juvenile Department to examine and evaluate its program of Services provided under the terms of this Contract and to review Juvenile Department Client records. This examination and evaluation of the program will include scheduled/unscheduled monitoring visits, scheduled/unscheduled site reviews, safety inspections, fiscal audits, observation of Program in operation, interviews, and administration of questionnaires to the staff of Contractor program and the Clients.

- a. **Site Reviews, Investigation, Monitoring Visits**

The Juvenile Department will monitor service delivery/contract compliance and investigate incidents/complaints related to Dallas County youth referred to the Contractor's program/services. Contractor agrees to fully cooperate with the Juvenile Department's monitoring and investigative processes as described below:

- i. Site Reviews - Contractor agrees that it will permit Juvenile Department to examine and evaluate its program of Services provided under the terms of this Contract and to review Juvenile Department Client records and the personnel files of program staff. This examination and evaluation of the program will include scheduled and unscheduled site visitations, desktop reviews, fiscal audits, observation of the program in operation, facility/grounds maintenance and safety inspections, interviews with program participants/program staff, review of Juvenile Department Client records and the personnel files of program staff. The contractor must make available all staff records and materials necessary for execution of the site reviews at the request of Dallas County.
- ii. Investigations - The contractor must permit the Juvenile Department to investigate incidents or matters of concern related to youth referred to the program by Dallas County and services delivered under the contract. The investigations may include but are not limited to: scheduled and unscheduled site visits, examination of program Services provided under the terms of the Contract, review of Juvenile Department Client records and staff personnel files, fiscal audits, observation of service delivery, facility/grounds inspections, interviews with program participants/program staff and a review of related audio/video recordings. The contractor must make available all staff, records and materials necessary for execution of the investigation at the request of Dallas County.
- iii. Monitoring Visits - The contractor understands and agrees that the Juvenile Department will conduct announced and unannounced monitoring visits at the service delivery sites. The monitoring visits may include but are not limited to: An observation of program Services provided under the terms of the Contract; Requests to review/secure copies of Client records; A safety inspection (facility/grounds); and interviews with program participants and program staff. The frequency of monitoring visits will be determined by the Juvenile Department.

b. Client Case Files

- i. Contractor agrees to maintain a file for each Client from the time of enrollment until the time of the Client's discharge from the program/service. The Client file information shall include the following documentation:
 1. Enrollment and Intake Consent Acknowledgement Forms
 2. Individual Program Plan (IPP)/Monthly staffing report
 3. Weekly Progress Reports
 4. Monthly Status Report
 5. Discharge Summaries
 6. Incident Reports
 7. Sign-In Sheets/Documentation of Service Delivery
 8. Chronological Entries
 9. All Telephone Contacts

10. All Home Visits
 11. Signed acknowledgments
 12. Email communications
 13. Contractor's assessment forms
 14. Program materials
 15. Emergency contract information for: 3 relatives; 1 non-relative
- ii. Contractor shall maintain documentation in Client's case file that Services are being provided to the Client including the minimum services listed the contract specifications.
- iii. Contractor shall provide to Juvenile Department detailed information regarding contracted Clients as requested by Juvenile Department. Contractor shall respond in writing utilizing any form or format provided by the Juvenile Department in providing information regarding contracted Clients.
- iv. Contractor agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of 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.
- v. Contractor agrees to make available for Texas Juvenile Justice Department inspection, all contractual agreements with service provider subcontractors.
- vi. Contractor agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of 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, and any and all books, documents and evidence connected with the provision of Services covered under this Contract.
- vii. Contractor agrees to provide Juvenile Department with a report of costs incurred from the provision of non-residential services relating to this Contract on forms provided by Juvenile Department upon request.
- viii. 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.
- ix. Failure to comply with any of these clauses or any other requirements specified herein will put Contractor in default of this Contract and may result, at the sole discretion of the County, in the disallowance of funds, assessment of monetary fines, and/or interruption of service delivery.

Mandatory Requirements for Participation in the RFP Evaluation Process

Respondents must meet the following qualification requirements 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 agency/facility must presently hold any license or certification necessary for provision of the proposed service.
- 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's proposed reimbursement rate structure must not exceed the rate structure specified by the RFP.
- i. Respondent must be able to deliver the contracted service/program via virtual means as deemed necessary by the DCJD. Respondents must be able to provide electronic devices to program participants, as needed, for participation in services/programming including, but not limited to: Hotspots, iPads, laptops and/or cellphones.
- j. The respondent must not currently have an existing non-residential services contract with DCJD for the proposed service category.

Respondents must provide the requested reference information so that Dallas County can confirm the reported qualifications/experience.

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

III. 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.

Criteria	Points
Minimum Qualification	10
Program Design	35
Staff Qualifications	20
Agency Experience	15
Proposal Format	5
Small Business Enterprise	15
Total Points	100

IV. Proposal Format

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

I. 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.

II. Letter of Transmittal

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

- 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.

III. Table of Contents

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

IV. Section I. Questions Regarding the Service Agency

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

- i. Include all questions in this section of the proposal.
- ii. Provide a complete response to each question in this section.
- iii. Complete all forms required for this section.
- iv. 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.

V. Section II. Questions Regarding the Proposed Program/Service

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

- i. Include all questions in this section of the proposal.
- ii. Provide a complete response to each question in this section.
- iii. Complete all forms required for this section.
- iv. 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.

VI. Section III. Questions Regarding the Proposed Program Design

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

- i. Include all questions in this section of the proposal.
- ii. Provide a complete response to each question in this section.
- iii. Complete all forms required for this section.
- iv. 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.

VII. 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:

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

VIII. Experience

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

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

SERVICE NOT AVAILABLE

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

IX. 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.

Solicitation Number No.: 2025-045-7070 Pre-Proposal Meeting Date: June 16, 2025 @ 10:00 A.M (CST)

Project Title: Non Residential Services

Proposal Due Date: July 10, 2025

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

X. 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.

Step One: Proposals will be evaluated by a review panel appointed by the Juvenile Department. The appointed committee will evaluate the proposals on: (a) Minimum Qualifications; (b) Program Design; (c) Staff Qualifications; (d) Agency Experience, and (d) Proposal Format. These criteria carry a combined point value of 85. The SBE score, which has a point value of 15, will be added to the Juvenile Department's score for a possible total score of 100 points.

For clarification purposes, additional information may be requested from any of the responding firms/agencies, as deemed applicable by Dallas County.

The committee will identify the firms scored susceptible of advancing to Step Two of the RFP process.

Firms/Agencies obtaining a consolidated/overall rating of 70 or above, based on the aforementioned rating criteria, will be determined susceptible by the committee and recommended for advancement to Step Two of the RFP process.

Step Two: The identified Proposers will enter into Step Two of the RFP process, which may consist of, but is not necessarily limited to: panel interviews with selected applicants to discuss the proposal content in greater detail; request samples of prior work; and/or conduct site visits to observe programs in operation and contract compliance.

During this step, firms may have the opportunity to offer, and the County may accept, revisions to their originally submitted proposal. Care will be taken to ensure that all firms remain on the same competitive level and are proposing, substantially and materially, the same conditions and requirements.

Upon conclusion of this phase, the committee will submit an award recommendation to the Juvenile Board and Commissioners Court on the firm(s) evaluated to be most qualified and offering the best value to Dallas County. Upon formal approval, a contract will be formally drafted and entered into with the selected firms and/or agencies.

It should be noted that obtaining a score of 70 points does not in any way guarantee a respondent a contract award. Contract award will be based on the final evaluation scores and the Juvenile Department's need for the proposed services.

The scorecard provided below will be utilized by the evaluation committee to score all proposals submitted in accordance with the RFP guidelines and received by the proposal due date.

Solicitation Number No.: 2025-045-7070 Pre-Proposal Meeting Date: June 16, 2025 @ 10:00 A.M (CST)
Project Title: Non Residential Services Proposal Due Date: July 10, 2025

**Dallas County Juvenile Department
Request for Proposals No.: 2025-045-7070
Solicitation for Non-Residential Contract Services
Proposal Evaluation Scorecard**

Organization Name _____ **Service Category** _____

Minimum Qualifications (10 points)	Score
Hours of operation; transportation; snacks; definition of successful/unsuccessful; total youth served; alignment of mission with DCJD; benefit to DCJD and youth/families served; financial stability/revenue streams; current and past litigation.	
Comments	
Program Design (35 points)	
Program goals, objectives, timeline (5)	
Evidence to support program model and performance measures (15)	
Program fidelity (5)	
Program activities (10)	
Comments:	
Staff Qualifications (20)	
Staff certifications, licenses, education (7)	
Staff experience with at risk/delinquent youth (6)	
Ethnically diverse and bilingual staff/administration/governing board (7)	
Comments:	
Agency Experience (15)	
Years of experience as an agency (5)	
Experience with specific service category (5)	
Experience with target population or metropolitan comparable to Dallas County (5)	
Comments:	
Proposal Format (5)	
Font size 10 or larger; responses to questions are single-spaced and double-spaced between each question/answer set; includes all RFP questions; includes a response to all RFP questions; is arranged in the order specified by the RFP; adheres to page restrictions for each Appendix; includes all required forms/reports/documentation; is neat and professionally presented; proposer submitted one (1) original proposal, two (2) complete paper copies and ten (10) electronic copies, as required by the RFP.	
Comments:	
SBE (15)	
	0

Signature _____
Date _____

V. Documents Submitted with Proposal or Upon Request

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

VI. 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 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 **10:00 a.m. (CST)**, the pre-proposal meeting will be conducted through a conference call.

Microsoft Teams [Need help?](#)

Join the meeting now

Meeting ID: 231 806 912 003 6

Passcode: wC9tS6Jj

Dial in by phone

+1 469-208-1731,,211079250# United States, Carrollton

Find a local number

Phone conference ID: 211 079 250#

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

VII. Term and Commencement Date

This will be a three-year service price agreement with two one-year renewal options commencing upon award by Commissioners Court, upon meeting any insurance and/or bonding requirements (if applicable) and/or fully executing the contract (if applicable).

PERFORMANCE EVALUATION

Contracts awarded under RFP # 2025-045-7070 may be renewed for two (2) additional twelve-month periods, if the contractor is operating an effective program and is complying with the non-residential services contract. The program evaluation scorecard provided below will be utilized to evaluate the performance of the contracted programs for contract renewal during the term of the RFP.

Renewal of Existing Non-Residential Services Contracts for FY20_____
Program Evaluation Scorecard

Organization Name _____ Service Category _____

Type of Service, Primary (20 points)	Score
Highly Effective: Cognitive Behavioral Therapy and Family Preservation Programs, Mentoring, Substance Abuse Treatment, and Intervention Services (20)	
Effective: Family and Mixed Counseling, Social Skills Training, Challenge and Remediation Programs, Restitution, Community Service, and Remedial Academic Programs (15)	
Basic: Vocational Counseling, Job Training, and Work Experience Programs (10)	
Comments:	
RFP Compliance and Implementation Quality (25)	
Treatment integrity, program fidelity, performance measures and corrective action responsiveness (10)	
Staff certifications, licenses, education, diversity, and training (5)	
Program goals, objectives, and adherence to primary service manual or protocol (5)	
Core qualifications, financial stability, complaints (5)	
Comments:	
Risk-adjusted Recidivism by Program Type (10)	
Recidivism rate for low-risk juvenile program participants relative to low-risk juvenile rates (5)	
Recidivism rate for medium-risk juvenile program participants relative to medium-risk juvenile rates (3)	
Recidivism rate for high-risk juvenile program participants relative to high-risk juvenile rates (2)	
Comments:	
Amount of Service Provided (20)	
Program Span, percent of youth who received at least the target weeks of service:	
0% (0 points) 50% (6 points) 60% (8 points)	
70% (12 points) 80% (16 points) 90% (20 points)	
Comments:	
Risk Level of Youth Served Using Validated Risk and Needs Assessment (RANA) Tool (20)	
Percent of youth served with a risk score of at least Medium (greater than Low):	
0% (0 points) 20% (2 points) 30% (4 points)	
40% (6 points) 50% (8 points) 60% (10 points)	
Percent of youth served with a risk score of High (greater than Medium):	
0% (0 points) 12% (2 points) 14% (4 points)	
16% (6 points) 18% (8 points) 20% (10 points)	
Comments:	
Qualified Supplemental Service (5)	
Use of qualifying supplemental services designed to enhance primary service efficacy:	
None (0 points) One or more (5 points)	
Comments:	
Total	0

In addition to the scorecard, the following criteria may be used to determine the quality and effectiveness of the

contracted program/service:

- a. Rate of Recidivism for Successful Discharges
- b. Rate of Successful Discharges
- c. Average Length of Stay for Successful Discharges
- d. Site Review Results (Operations, Contract Compliance, Quality of Services)
- e. Frequency/Severity of Substantiated Complaints
- f. Cultural Competency/Diversity of facility staff
- g. Monitoring Visit Results

It should be noted, to ensure clarity and alignment, Juvenile Department staff will meet with each vendor during the contract negotiations process to collaboratively define the expected outcomes for their program. The expected outcomes will be specific to the vendor's proposed service category and the corresponding criminogenic needs to be addressed.

VIII. 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.

IX. 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_ZThmYTkzOGYtM2VhNy00NjhlLWFhNjMtZmIwNDY5NDAYNzky%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.

X. 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.

XI. 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.

XII. 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.

XIII. 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 Bizar.

All questions regarding this solicitation are to be submitted in writing to **Dhestini Bizar**, 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.Bizar@dallascounty.org. Please reference the Solicitation number in the subject

XV. Proposal Pricing

Bid pricing shall be firm for the first 12 months of the contract unless otherwise stated herein. Costs not included or calculated in the applicable unit prices as bid will not be paid by the County, regardless of the intentions of the bidder when the bid was submitted and regardless that those costs were actually incurred. Price increase(s) shall not be automatic, the bidder shall request on an annual bases a price increase which shall not exceed 5% annually as warranted. Bidder shall submit, for the County's consideration, supporting documentation that substantiates the requested price increase. Cumulative change orders and/or price increases shall not exceed 25% of the original amount awarded during contract term. A price increase shall be mutually agreed upon by the County and Contractor. Request for price increases and change orders shall be reviewed and considered at the County's sole discretion.

XVI. Insurance

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.

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).

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.

- a. Workers' Compensation Insurance that meets the statutory requirements of the Texas Workers' Compensation Act, or if self-insured, then Contractor must provide to County evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance. If Contractor has no employee (as defined by the Texas Workers' Compensation Act), Contractor shall provide County with a sworn Affidavit stating that there is no employee in lieu of a Certificate of Insurance. In the event that any work is sublet, Contractor shall require the subcontractors to similarly provide Workers' Compensation Insurance for all of the subcontractors' employees unless such employees are afforded protection by Contractor. Contractor shall bear the burden of all workers compensation coverage for all of its subcontractors and the subcontractors' employees who do not have workers' compensation coverage. Contractor also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self-insurance, with the Texas Workers' Compensation Commission. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

Types of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employer's Liability	
Bodily injury by Accident	\$500,000.00 Each Accident
Bodily injury by Disease	\$500,000.00 Each Employee
Bodily injury by Disease	\$500,000.00 Policy Limit

- 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 HUNDRED THOUSANDAND NO/DOLLARS (\$100,000.00)** on account of bodily injuries to, or death of one person (each occurrence) and a General Aggregate of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)** for any one (1) occurrence.
- 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).
- 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.
- 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.

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

- 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.
- Thirty (30) days’ notice to the County prior to amendment, cancellation, non-renewal or termination.
- 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.
- Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.
- 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).

- a. 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 500 Elm Street, Suite 5500, Dallas, Texas 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.
- b. 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.
- c. 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:
 - i. 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.
 - ii. Order Contractor(s) to stop work hereunder, which shall not constitute a Suspension of Work/Services.
 - iii. At its sole discretion, declare a material breach of this Contract, which, at County's discretion, may result in:

Terminate Contract Agreement

- a. Demand on any bond, as applicable
- i. 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; and

- ii. 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
- iii. Any combination of the above.

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.

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.

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.

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.

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.

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 retain age 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.

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 DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

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

Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard. Contractor shall defend, hold harmless and indemnify the County for damages resulting from such defects, errors or omissions.

No Indemnification by County: Contractor acknowledges and agrees that Dallas County does not have the ability under Article XI, Section 7 of the Texas Constitution to indemnify Contractor or any other third party for damages arising under 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.

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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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.

XXX. 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.

XXXI. 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.

XXXII. 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)

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

XXXIII. Conflict of Interest

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

XXXIV. 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 Proposer. 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.
 - i. 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.
 - ii. 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.
 - iii. 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 f, (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 by 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.

TITLE VI ASSURANCES/COMPLIANCE – APPENDIX A

A. Assurances.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for

noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Non-Discrimination Authorities.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

1. **Pertinent Nondiscrimination Authorities:**

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

1. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. **Representations/Warranties:**

The Contractor also makes the following representations and warranties to Dallas County:

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

D. **Title VI Complaints:**

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources
c/o: Dallas County Director of Human Resources and Title VI Coordinator
509 Main St., 1st Floor, Ste. 101, Records Building
Dallas, TX 75202
(214) 653-7638 (phone)
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at http://www.dallascounty.org/department/HR/title_vi.html or at the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at www.justice.gov.

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the US Department of Transportation, the US Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

E. Enforcement:

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: _____

Signature, Authorized Representative of Contractor

Date

Title _____

Solicitation Number No.: 2025-045-7070 Pre-Proposal Meeting Date: June 16, 2025 @ 10:00 A.M (CST)
Project Title: Non Residential Services Proposal Due Date: July 10, 2025

PROPOSALS 2025-XXX-XXXX

Juvenile Non-Residential Services for the Dallas County Juvenile Department

PROPOSED SERVICE COVER SHEET

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

1	Acute Services	
2	Art Education Programs:	
3	Detention Alternative Program:	
4	Family Preservation Program:	
5	Intensive Case Management Services:	
6	Outpatient Substance Abuse Treatment Services:	
7	Probation Violation Response Program:	
8	Vocational Training Program:	
9	Youth and Family Counseling Services:	
10	Other (New and/or Innovative):	

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

RESPONDENT'S INFORMATION	
Service Agency:	
Address:	
Authorized Signature Name:	
Person Completing Proposal:	
Phone Number:	
Fax Number:	
Email Address:	

SECTION I. QUESTIONS REGARDING THE SERVICE AGENCY

Complete the following questionnaire. Applicants should recreate this questionnaire and expand pages, as needed, to completely answer all questions. **Note: The proposal must include all questions.**

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. Give the Employer Identification Number (EIN)/Federal Tax Identification Number or Social Security Number for the service agency.

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. Give the Dun & Bradstreet (D-U-N-S) Number for the Service Agency, if applicable.
- 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. Discuss the service agency's philosophy and methodology for addressing the service needs of delinquent and conduct disorder youth.
- N. State briefly why your organization believes its proposed program design best meets the objectives of the Dallas County Juvenile Department.
- O. How many years has the Service Agency operated at the proposed service delivery location?
- P. Give specific details of any civil or criminal litigation pending or contemplated related to staff or facility operations.
- Q. 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.
- R. Is the agency 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?
- S. If the Service Agency has contracted with the Dallas County Juvenile Department in previous years but was denied an FY 2022, 2023 and/or 2024 contract because of unsatisfactory performance, what corrective actions have been taken?
- T. List any Juvenile Departments (by County) within the State of Texas with whom the Service Agency currently contracts.
- U. Describe your organization's present workload (major projects) outlining the percentage of time available for this project and how the workload will affect the firm's ability to deliver the services outlined in the proposal.
- V. Discuss briefly the challenges, potential problems and barriers to success in providing the proposed services to the target population.

- W. Explain how the service agency will ensure that the proposed program services are implemented /rendered with fidelity?
- X. Discuss any issues which you must address prior to the start of service delivery.
- Y. How soon after final execution of the contract will the program start accepting referrals to the services/programming?
- Z. **REFERENCE/EXPERIENCE DOCUMENTATION**

Respondents shall use the below form to 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, school districts, city/county government agencies comparable to Dallas/Dallas County or other clients (current and/or past) within the past three (3) years.

REFERENCE/EXPERIENCE DOCUMENTATION

Respondents shall submit one completed form for each of the five (5) references.

CONTRACTING AGENCY / FUNDING SOURCE	
Agency Name:	
Address:	
City/State/Zip Code:	
Contact Person:	
Phone:	
Fax:	
Email:	
PROGRAM INFORMATION	
Program Name:	
Service Delivery Address:	
City/State/Zip Code:	
Length of Operation:	
Type of Program:	

Enter the following data for calendar years 2022 and 2023 of the program's operation:

Reporting Period: _____ to _____

PROGRAM STATISTICS

Total # of Enrollments.	Successful Discharges.		Unsuccessful Discharges.		Avg. Length of Stay For Successful Discharges.	Successful Discharges that Recidivated.	
	#	%	#	%	(in Days)	#	%

BREAKDOWN OF POPULATION SERVED BY REFERRAL SOURCE:

Referral Source	#	%
CPS		
Juvenile Department		
Schools		
Parent/Private		
Texas Youth Commission		
Truancy Court		

BREAKDOWN OF POPULATION SERVED BY ETHNICITY

Ethnicity	#	%	#	%
African American				
White				
Hispanic				
Other (specify)				
Other (specify)				
Totals:				

BREAKDOWN OF POPULATION SERVED BY GENDER

Percentage (%) Females:	
Percentage (%) Males:	

AVERAGE AGE AND GRADE OF POPULATION SERVED:

Average Age of Youth Served:	
Average Grade of Youth Served:	

Solicitation Number No.: 2025-045-7070 Pre-Proposal Meeting Date: June 16, 2025 @ 10:00 A.M (CST)
Project Title: Non Residential Services Proposal Due Date: July 10, 2025

GOALS, OBJECTIVES AND PERFORMANCE OUTCOMES:

GOAL:	
OBJECTIVES:	

#	Performance Measures	Performance Outcomes
1		
2		
3		
4		
5		
6		
7		
8		
9		



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 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.
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: _____

SECTION II. QUESTIONS REGARDING THE PROPOSED PROGRAM/SERVICE

Name of Service Agency: _____

Service Category: _____

Program Name: _____

Physical Address: _____

P.O. Box: _____

County: _____

Phone Number(s): _____

Fax Number: _____

Program Director: _____

Phone Number(s): _____

Email Address: _____

Licensing Agency: _____

Licensing Representative:

Phone Number(s): _____

Licensing Category: _____

License/Permit Number: _____

Date License/Permit Issued:

Certified Medicaid Provider Number:

PROGRAM STAFF

A. Ethnic Diversity of Facility Staff:

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

B. Minimum Requirements for Program Staff:

1. List each position required for the proposed program/service and describe in detail the minimum experience, education, and training required for each respective position.

C. Staff Training:

1. The following training topics are required for the Juvenile Departments non-residential services contracts. Use the table to indicate the frequency (annual, bi-annual, monthly, etc.) and the duration (1 hour, 2 hours, etc.) of each training event.

	Required Training Topics	Frequency	Duration
a	Cultural: Diversity/Sensitivity/Responsiveness		
b	Emergency Behavior Intervention (De-escalation & Restraint Application)		
c	First Aid and Cardiopulmonary Resuscitation (CPR)		
d	PREA Concepts/Sexual Victimization and Harassment/Zero Tolerance		
e	Code of Ethics		
f	Abuse, Neglect and Exploitation (ANE)		
g	Trauma Informed Care		

2. List other mandatory training requirements for program staff and the frequency and duration.
3. Describe the agency's plan for ensuring that all program staff members receive the required 40 hours of in-service or continuing education training hours, annually.

D. Program Staffing:

1. What is the staff/client ratio for programming/services?

E. Physical Exams:

1. Is a pre-employment physical examination required for program staff?
2. Are program staff required to submit to random drug tests?

F. Criminal Background Checks:

1. Describe the facility's internal 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. Explain the agency's policy requiring program staff to self-report arrests?

G. Staffing Capabilities:

1. Discuss the service agency's ability to recruit and screen for highly qualified employees.
2. Discuss the service agency's ability to maintain highly qualified employees.
3. Discuss the service agency's ability to hire and maintain bilingual staff.
4. Give the staff turnover rate (percentage) for the proposed program for calendar year 2024.

H. MANDATORY PERSONNEL PROFILE REPORT

Complete this form to reflect the make-up of the current personnel of the proposed program.

SERVICE AGENCY:

SERVICE CATEGORY:

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:					
Totals:					

TREATMENT STAFF:

Type of License	Regular Staff	Contract Staff	Volunteers/ Interns	Totals
Licensed Marriage Family Therapist:				
Licensed Professional Counselor:				
Licensed Chemical Dependency Counselor:				
Licensed Masters Social Worker:				
Licensed Sex Offend. Treatment Provider:				
Psychiatrists:				
Psychologists:				
Other (specify):				
Other (specify):				
Total:				

EDUCATION PROFESSIONALS:

Professions	# Regular Staff	# Contract Staff	# Agreement
Certified Teachers:			
Non-Cert. Teachers:			
Total:			

ADMINISTRATIVE STAFF (BY ETHNICITY/GENDER)

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

**ADVOCATES / CASE MANAGERS / COACHES / COUNSELORS / MENTORS
 (BY ETHNICITY/GENDER):**

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

**ADVOCATES/ CASE MANAGERS/COACHES/ COUNSELORS / MENTORS
 (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:	
Total:	

TREATMENT STAFF (BY ETHNICITY/GENDER):

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

CURRENT PROGRAM POPULATION BY ETHNICITY/GENDER

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

CURRENT PROGRAM POPULATION BY REFERRAL SOURCE

Referral Source	#	%
Child Protective Services:		
Juvenile Departments:		
TJJD:		

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School Districts:		
Parent/Private:		

I. PROFILE OF PROGRAM PERSONNEL/BOARD OF DIRECTORS

NOTE The proposal must include all questions. Provide only the documentation requested below. Do not include a narrative or unrequested documents.

INCLUDE IN THIS SECTION:

1. A list of the Service Agency's Board of Directors (include address, occupations and ethnicity).
2. A flow chart for program staff.
3. A resume for each current staff member who will be assigned to the proposed program (including but not limited to: fulltime, part time, contract staff, volunteers, and interns, etc.).
4. At the end of this section, include the job description for all positions related to the proposed program/service, including, but not limited to: administrators, clerical, professional, frontline/childcare workers, advocates, case workers, drivers, clinicians, etc.

SECTION III. QUESTIONS REGARDING THE PROPOSED PROGRAM/SERVICE DESIGN

NOTE: The proposal must include all questions.

A. General Information

1. Is the program design a researched based, nationally recognized, or best practice model? If yes, please provide the name of the model, web address and other contact information.
2. If applicable, discuss the process for obtaining the license/certification required to implement the program model.
3. Where else is this model being implemented nationally and within the state of Texas?
4. What is the targeted gender to be served by the proposed program?
5. What is the targeted age range to be served by the proposed program?
6. What is the targeted risk level to be served by the proposed program?
7. How does your program address the identified criminogenic and/or acute needs identified on the *Solicited Services*?
8. What additional criminogenic needs are addressed by the proposed program?
9. What additional acute needs are addressed by the proposed program?
10. What is the recommended length of stay for the proposed program?
11. List characteristics of appropriate referrals to the proposed program.
12. List characteristics of referrals that the proposed program is unable to admit.
13. Minimum I.Q. of acceptable referrals.
14. Minimum reading level of acceptable referrals:
15. Is a psychological examination required before acceptance for admission? If yes, how current must the exam be?
16. Are pre-placement interviews required before acceptance for admission?
17. If the proposed service includes counseling or therapy, please identify and describe in detail, the specific curriculum(s) or counseling/therapy theories to be utilized during service delivery.

B. Intake/Enrollment/Assessment Process

1. Give a description of the intake/enrollment process including but not limited to: When and where will it occur? How long will it take? Who are the required participants? What will the process entail?
2. Describe the tool which will be utilized to assess the needs of youth/families referred for services.

C. Discharge Criteria

1. What is the program's recommended length of stay?
2. List the criteria for successful discharges?
3. List the criteria for unsuccessful discharges?

D. Hours of Operation

1. What are the local agency's office hours?
2. What is the weekly schedule for programming/service delivery?
3. If the program requires flexible scheduling, describe the minimum service hours with each client and the criteria that will be used to determine the schedule.
4. Will the service delivery schedule change during summer months? If yes, how?
5. List the holidays for which the operation will close in observance of.

E. Program Capacity

1. What is the proposed program's maximum capacity for active cases?

F. Location of Service Delivery

1. Give the street address of the location where services will be delivered.
2. Give a physical description of the service delivery location.
3. What geographical areas will the program serve? Utilize Table A, in Section 4.4 (Geographical Locations) of the RFP to identify the specific quadrant to be served.

G. Transportation

1. Is transportation provided to clients? If yes, by what means?
2. If transportation is provided only on an as needed basis, explain what criteria are used to determine need.
3. Is your facility accessible by mass transit? If yes, what is its distance from facility?
4. If transportation will be provided to program participants, explain the program's strategy for ensuring that program participants are transported home before 9:30pm.
5. Give specific details of your agency's protocol to ensure that adequate insurance coverage is maintained on vehicles that are utilized to transport program participants during service delivery.

6. Give specific details of the agency's policy and protocols for ensuring that vehicles utilized to transport program participants are properly maintained in good working condition, with a functioning safety restraint for each occupant.
7. Give specific details of the agency's policy and protocols for ensuring that current State-mandated vehicle inspection/registrations are maintained on all vehicles utilized to transport program participants during service delivery.

H. Meals / Snacks

1. Describe meals and snacks to be served to program participants.
2. Is food prepared on-site?

I. Family Services

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

J. Behavior Modification Model

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

K. Emergency Behavior Intervention (De-Escalation/Restraint)

1. Discuss in detail the emergency behavior intervention (EBI) model utilized by the program.
2. Does the program have certified trainers of the utilized EBI model on staff?
3. Discuss the program'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 program utilize any type of mechanical restraints for emergency behavior intervention? If yes, please describe the type(s) utilized.
5. Does the program 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.

L. PROGRAM OUTLINE

NOTE: The proposal must include all questions.

Using the format provided below, identify up to five (5) of the most important program components that will help the program achieve the measurable outcomes. Give a brief description of the component, the objective of the component and the frequency that the component will be offered to program participants each week.

5. Program Component:
Frequency Each Week:
Component Objective:
Component Activities/Topics
Required Participants:

M. INTERNAL PERFORMANCE EVALUATION PROCESS

Provide a response to the following questions:

1. Discuss the top three (3) criminogenic needs of youth served by the proposed program during the period of 01/01/2023 through 12/31/2024 and the vendor's success in meeting those needs.
2. What was the proposed program's successful discharge percentage rate for the period of 01/01/2023 through 12/31/2024?
3. What was the proposed program's rate of recidivism for successfully discharged youth for the period of 01/01/2023 through 06/30/2024?
4. Give the projected annual average rate of successfully discharged youth for the proposed program/service.
5. Give the projected annual average rate of recidivism for the proposed program's successfully discharged youth.
6. Describe the agency's internal method of evaluating the effectiveness and fidelity of the proposed program/service. Include performance measures and target outcomes utilized by the agency to evaluate the program.

7. 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 the location of service delivery.

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.

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:	

XXXIV. DEFINITIONS

The following definitions are used throughout the RFP:

Administrative Entity: The DCJD.

Agency, Applicant, Contractor, Service Provider, Proposer, or Provider: The business entity submitting a proposal for contract award consideration.

Auditor: The Dallas County Auditor or his/her designee.

Average Length of Stay: The average duration of program involvement needed to achieve the expected outcomes.

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: The 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: 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: (1) An ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stocks or otherwise that exceeds ten percent (10%); (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 of the four (4) officers most highly compensated by a business entity that has more than four officers.

Counseling: A procedure used by professionals from various disciplines in guiding individuals, families, groups, and communities by such activities as delineating alternatives, helping to articulate goals, processing feelings and options, and providing needed information.

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

Criminogenic Needs: The factors in a person's life that are directly related to criminal activity and may include an offender's characteristics, traits, and issues.

Cultural Competency: 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: Dallas County Juvenile Board.

DCJD: Dallas County Juvenile Department.

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

Dynamic Factors: Factors that can be changed and are strongly correlated with risk. Examples include: Substance abuse, Employment status, Peer associations, Mental health issues, Attitudes/values and Lack of problem-solving skills.

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

Facility: The location, in the community, where the proposed non-residential program/services will be delivered.

Fiscal Year (FY): The time period in which the Juvenile Department operates related service functions for fiscal accountability. The 2022 fiscal year for Dallas County is October 1, 2021 through September 30, 2022.

Interested Party: 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: 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.

Lead Agency: In the event of a Multi-Agency Collaboration, one agency must be designated to sign all required documents, and assume all responsibilities, as outlined in this RFP, including, but not limited to, fiscal and programmatic accountability. The contract will be between the lead agency and the DCJD.

Length of Stay: The standard length of the program.

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.

Multi-Agency Collaboration: Two (2) or more agencies who enter into a formal agreement to prepare the proposal and provide the services that are proposed. Agencies may include letters of agreement with other agencies that will provide free services for youth and/or family members referred.

No-Contact Period: 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.

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.

Non-Residential Service: A program that provides support services to juveniles involved in the juvenile justice system, while remaining in the custody of their parent or guardian within the community.

Objective: Clear targets for specific action needed to meet the program goal. An objective is achievable, measurable, and sets the direction for strategies.

Outcome Measures: Tools or indicators 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.

Overall Program Goal: The general ends toward which the program directs its efforts.

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

Program Component: Services that will be provided as part of the primary Service Category (examples: group counseling, individual counseling, family counseling, one-on-one mentoring, service training projects, field trips, case management, urinalysis and home visits).

Program Staff: Individuals working or involved in service delivery under the contract, in any capacity, including, but not limited to: full time/part time employees; volunteers, interns, contract/sub-contract staff, etc.

Protective Factors: The characteristics associated with a lower likelihood of negative outcomes or that reduce a risk factor's impact.

Purchasing: The Dallas County Purchasing Department.

Purchasing Agent: The Dallas County Purchasing Agent.

Rate of Recidivism: The average rate at which youth who successfully discharge from the contracted program receive new referrals (new offense or technical probation violation) to the Juvenile Department within six months of their enrollment into the program.

Rate of Successful Discharge: The average rate at which youth complete/satisfy program requirements and are successfully discharge the program/service.

Request for Proposal (RFP): A document requesting an offer from vendors, which allows for negotiations after a proposal has been received and before award of the contract for goods and services procured in compliance with Tex. Loc. Gov't Code Ann., §§ 262.030.

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

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

Risk Factors: Characteristics at the biological, psychological, family, community, or cultural level that precede and are associated with a higher likelihood of negative outcomes.

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

Service Agency: The agency or organization that owns or manages the proposed program.

Service Category: The principal service being proposed (i.e., Family Preservation Program, Outpatient Substance Abuse Treatment, Mentor Services, Detention Alternative Program).

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

Static Factors: The factors in a person's life that cannot be changed. Examples include Prior record, Family criminality and Early onset of criminal behavior.

TDFPS: The Texas Department of Family and Protective Services.

TDSHS: The Texas Department of State Health Services.

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

TJJD: Texas Juvenile Justice Department.

Vendor: A person, firm, or entity that sells goods and/or services.

Virtual Programming/Services: The delivery of services via virtual platforms in lieu of face-to-face or in person contacts. Such service delivery requires use of electronic devices such as hotspots, iPads/tablets, laptops or cell phones. Examples of virtual platforms are Zoom and MS Teams. The virtual platform must be approved by the DCJD.

Youth: 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,

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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.

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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 contractor 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

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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

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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.