

## Notice

### Basic Information

<b>Reference Number</b>	0000399700
<b>Issuing Organization</b>	Dallas County
<b>Owner Organization</b>	
<b>Solicitation Type</b>	RFP - Request for Proposal (Formal)
<b>Solicitation Number</b>	2025-059-7084
<b>Title</b>	Food Catering Services for Older Adult Nutrition Program
<b>Source ID</b>	PU.AG.USA.2438.C18536251
<b>Piggyback Solicitation</b>	No

### Details

<b>Location</b>	Dallas County, Texas
<b>Purchase Type</b>	Duration:3 years
<b>Description</b>	<p>The purpose of this Request for Proposal (RFP) is to establish a three-year-term service price agreement, with two-year renewal options. This agreement aims to secure food catering services for the Dallas County Health and Human Services Older Adult Nutrition Program, as detailed in the requirements below. The contract will be awarded to the highest-ranked vendor, who will be responsible for delivering congregate meal services Monday through Friday (excluding holidays) to 19 Senior Center nutrition program sites across Dallas County, ensuring accessibility for older adults.</p> <p>Senior nutrition programs are offered around the United States as a result of the Older Americans Act and federal, state, county, and local government funding. The program provides catered meal services in approximately nineteen (19) nutrition program sites across Dallas County that are accessible to older adults, and approximately 700 to 1,000 meals per day will be ordered, 5 days a week, Monday through Friday. The program operates those congregate sites so that community elders may come together for a nutritional meal and an educational or recreational program.</p>

### Dates

<b>Publication</b>	09/25/2025 03:53 PM CDT
<b>Question Acceptance Deadline</b>	10/01/2025 10:00 AM CDT
<b>Questions are submitted online</b>	Yes
<b>Closing Date</b>	10/23/2025 02:00 PM CDT

<b>Prebid Conference</b>	09/30/2025 10:00 AM CDT
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### Contact Information

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

### Buyer Preferences, Guidelines & Requirements

#### Participation Requirements

- Small Business Participation

#### General Requirements

- Insurance Required

#### Award Requirements

- All or None Award

### Pre-Bidding Events

<b>Event Type</b>	Prebid Conference
<b>Attendance</b>	Recommended
<b>Event date</b>	09/30/2025 10:00 AM CDT
<b>Location</b>	Microsoft Teams

Event Note

**Microsoft Teams**  
Meeting ID: 252 887 528 111 3  
Passcode: Jf9Pk7Ys  
  
Dial in by phone  
+1 469-208-1731,,122991228# United States, Carrollton  
Find a local number  
Phone conference ID: 122 991 228#

Bid Submission Process

**Bid Submission Type** Electronic or Physical Bid Submission  
**Pricing** Item Based  
**Pricing** Item Based  
**Supplier can place No Bid on an Item** Yes  
**Bid Documents List**

Item Name	Description	Mandatory	Limited to 1 file
Complete proposal submission	Attach completed proposal here	Yes	No
Mandatory SBE Forms	Attach completed SBE forms here	Yes	No
2025 W-9	2025 W-9 signed	Yes	No
Letters of reference	Letters of reference	Yes	No
Exceptions or Additional Documents	Please submit any additional documents	No	No
Pricing Sheet	Attach completed pricing spreadsheet here	Yes	No

## Documents &amp; Items

## Documents

Document	Size	Uploaded Date	Language
RFP Terms and conditions .pdf [pdf]	174 Kb	12/19/2024 11:16 AM CST	English
SBE_Language_for_RFP_02.2024_ATTACHMENT_S.pdf [pdf]	540 Kb	12/19/2024 11:17 AM CST	English
Solicitation Document [pdf]	1 Mb	09/25/2025 11:37 AM CDT	English
Pricing Spreadsheet [xlsx]	19 Kb	09/25/2025 11:37 AM CDT	English
BID#2025-059-7084-VendorList.(336999.722310.923130.642210.722320).Final.pdf [pdf]	113 Kb	09/25/2025 03:51 PM CDT	English

## Items

No	Description	UOM	Qty
1	Year 1 - Continental Breakfast (775 meals once per month / 12 times per year) Brand Preference: Not Applicable - Service Item	Each	9300
2	Year 1 - Packaged Lunch alternatives (775 meals once per month / 12 times per year) Brand Preference: Not Applicable - Service Item	Each	9300
3	Year 1 - Decrease in Meals (If Orders Go Below 775 Meals per Day — Please itemize pricing if applicable) Brand Preference: Not Applicable - Service Item	Each	1
4	Year 1 - Regular Lunch (775 meals per day for 250 serving days) Brand Preference: Not Applicable - Service Item	Each	193750
5	Year 1 - Additional Meals (If Orders Go Above 775 Meals per Day — Please itemize pricing if applicable) Brand Preference: Not Applicable - Service Item	Each	1
6	Year 1 - Holiday Lunch (775 meals once per month / 13 times per year) Brand Preference: Not Applicable - Service Item	Each	10075
7	Year 1 - Special Diets Lunch (Up to 450 meals per year) (Religious meat options, seasonal) Brand Preference: Not Applicable - Service Item	Each	450
8	Year 1 - Birthday Cake and Ice Cream (Second Wednesday of each month / 12 times per year) Brand Preference: Not Applicable - Service Item	Each	9300
9	Year 1 - Refreshments (775 meals up to 6 times per year for special events) Brand Preference: Not Applicable - Service Item	Each	4650
10	Year 1 - Packaged shelf stable meals for closures due to holidays, emergencies, potential inclement weather, etc. (775 meals up to 20 times per year) Brand Preference: Not Applicable - Service Item	Each	15500
11	Year 1 - Additional Fees (if applicable – please itemize in the Notes section) Brand Preference: Not Applicable - Service Item	Each	1
12	Year 2 - Continental Breakfast (775 meals once per month / 12 times per year) Brand Preference: Not Applicable - Service Item	Each	9300
13	Year 2 - Packaged Lunch alternatives (775 meals once per month / 12 times per year) Brand Preference: Not Applicable - Service Item	Each	9300
14	Year - Decrease in Meals (If Orders Go Below 775 Meals per Day — Please itemize pricing if applicable) Brand Preference: Not Applicable - Service Item	Each	1
15	Year 2 - Regular Lunch (775 meals per day for 250 serving days) Brand Preference: Not Applicable - Service Item	Each	193750
16	Year 2 - Additional Meals (If Orders Go Above 775 Meals per Day — Please itemize pricing if applicable) Brand Preference: Not Applicable - Service Item	Each	1
17	Year 2 - Holiday Lunch (775 meals once per month / 13 times per year) Brand Preference: Not Applicable - Service Item	Each	10075

No	Description	UOM	Qty
18	Year 2 - Special Diets Lunch (Up to 450 meals per year) (Religious meat options, seasonal) Brand Preference: Not Applicable - Service Item	Each	450
19	Year 2 - Birthday Cake and Ice Cream (Second Wednesday of each month / 12 times per year) Brand Preference: Not Applicable - Service Item	Each	9300
20	Year 2 - Refreshments (775 meals up to 6 times per year for special events) Brand Preference: Not Applicable - Service Item	Each	4650
21	Year 2 - Packaged shelf stable meals for closures due to holidays, emergencies, potential inclement weather, etc. (775 meals up to 20 times per year) Brand Preference: Not Applicable - Service Item	Each	15500
22	Year 2 - Additional Fees (if applicable – please itemize in the Notes section) Brand Preference: Not Applicable - Service Item	Each	1
23	Year 3 - Continental Breakfast ((775 meals once per month / 12 times per year) Brand Preference: Not Applicable - Service Item	Each	9300
24	Year 3 - Packaged Lunch alternatives (775 meals once per month / 12 times per year) Brand Preference: Not Applicable - Service Item	Each	9300
25	Year 3 - Decrease in Meals (If Orders Go Below 775 Meals per Day — Please itemize pricing if applicable) Brand Preference: Not Applicable - Service Item	Each	1
26	Year 3 - Regular Lunch (775 meals per day for 250 serving days) Brand Preference: Not Applicable - Service Item	Each	193750
27	Year 3 - Additional Meals (If Orders Go Above 775 Meals per Day — Please itemize pricing if applicable) Brand Preference: Not Applicable - Service Item	Each	1
28	Year 3 - Holiday Lunch (775 meals once per month / 13 times per year) Brand Preference: Not Applicable - Service Item	Each	10075
29	Year 3 - Special Diets Lunch (Up to 450 meals per year) (Religious meat options, seasonal) Brand Preference: Not Applicable - Service Item	Each	450
30	Year 3 - Birthday Cake and Ice Cream (Second Wednesday of each month / 12 times per year) Brand Preference: Not Applicable - Service Item	Each	9300
31	Year 3 - Refreshments (775 meals up to 6 times per year for special events) Brand Preference: Not Applicable - Service Item	Each	4650
32	Year 3 - Packaged shelf stable meals for closures due to holidays, emergencies, potential inclement weather, etc. (775 meals up to 20 times per year) Brand Preference: Not Applicable - Service Item	Each	15500
33	Year 3 - Additional Fees (if applicable – please itemize in the Notes section) Brand Preference: Not Applicable - Service Item	Each	1
34	Year 4 - Continental Breakfast ((775 meals once per month / 12 times per year) Brand Preference: Not Applicable - Service Item	Each	9300
35	Year 4 - Packaged Lunch alternatives (775 meals once per month / 12 times per year) Brand Preference: Not Applicable - Service Item	Each	9300
36	Year 4 - Decrease in Meals (If Orders Go Below 775 Meals per Day — Please itemize pricing if applicable) Brand Preference: Not Applicable - Service Item	Each	1
37	Year 4 - Regular Lunch (775 meals per day for 250 serving days) Brand Preference: Not Applicable - Service Item	Each	193750
38	Year 4 - Additional Meals (If Orders Go Above 775 Meals per Day — Please itemize pricing if applicable) Brand Preference: Not Applicable - Service Item	Each	1
39	Year 4 - Holiday Lunch (775 meals once per month / 13 times per year) Brand Preference: Not Applicable - Service Item	Each	10075
40	Year 4 - Special Diets Lunch (Up to 450 meals per year) (Religious meat options, seasonal) Brand Preference: Not Applicable - Service Item	Each	450
41	Year 4 - Birthday Cake and Ice Cream (Second Wednesday of each month / 12 times per year) Brand Preference: Not Applicable - Service Item	Each	9300
42	Year 4 - Refreshments (775 meals up to 6 times per year for special events) Brand Preference: Not Applicable - Service Item	Each	4650

No	Description	UOM	Qty
43	Year 4 - Packaged shelf stable meals for closures due to holidays, emergencies, potential inclement weather, etc. (775 meals up to 20 times per year) Brand Preference: Not Applicable - Service Item	Each	15500
44	Year 4- Additional Fees (if applicable – please itemize in the Notes section) Brand Preference: Not Applicable - Service Item	Each	1
45	Year 5 - Continental Breakfast ((775 meals once per month / 12 times per year) Brand Preference: Not Applicable - Service Item	Each	9300
46	Year 5 - Packaged Lunch alternatives (775 meals once per month / 12 times per year) Brand Preference: Not Applicable - Service Item	Each	9300
47	Year 5- Decrease in Meals (If Orders Go Below 775 Meals per Day — Please itemize pricing if applicable) Brand Preference: Not Applicable - Service Item	Each	1
48	Year 5 - Regular Lunch (775 meals per day for 250 serving days) Brand Preference: Not Applicable - Service Item	Each	193750
49	Year 5 - Additional Meals (If Orders Go Above 775 Meals per Day — Please itemize pricing if applicable) Brand Preference: Not Applicable - Service Item	Each	1
50	Year 5 - Holiday Lunch (775 meals once per month / 13 times per year) Brand Preference: Not Applicable - Service Item	Each	10075
51	Year 5 - Special Diets Lunch (Up to 450 meals per year) (Religious meat options, seasonal) Brand Preference: Not Applicable - Service Item	Each	450
52	Year 5 - Birthday Cake and Ice Cream (Second Wednesday of each month / 12 times per year) Brand Preference: Not Applicable - Service Item	Each	9300
53	Year 5 - Refreshments (775 meals up to 6 times per year for special events) Brand Preference: Not Applicable - Service Item	Each	4650
54	Year 5 - Packaged shelf stable meals for closures due to holidays, emergencies, potential inclement weather, etc. (775 meals up to 20 times per year) Brand Preference: Not Applicable - Service Item	Each	15500
55	Year 5- Additional Fees (if applicable – please itemize in the Notes section) Brand Preference: Not Applicable - Service Item	Each	1

## Categories

### Selected Categories

NIGP Categories (11)	
989	<b>SAMPLING AND SAMPLE PREPARATION SERVICES (FOR TESTING)</b>
98940	<b>Food Sampling and Preparation Services</b> Food Sampling and Preparation Services
240	<b>CUTLERY, COOKWARE, DISHES, GLASSWARE, SILVERWARE, UTENSILS, AND SUPPLIES</b>
24066	<b>Meal Servers, Insulated</b> Meal Servers, Insulated
952	<b>HUMAN SERVICES</b>
95230	<b>Delivered Meals (Including Shelf Stable Meals and Congregate Meals)</b> Delivered Meals (Including Shelf Stable Meals and Congregate Meals)
95284	<b>Supplemental Food Services</b> Supplemental Food Services
917	<b>CONTRACTED SERVICES AND RENTALS, HIGHER EDUCATION</b>
91736	<b>Contracted Services, Travel/Meals w/rec</b> Contracted Services, Travel/Meals w/rec
962	<b>MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)</b>
96240	<b>Food Distribution Services</b> Food Distribution Services
958	<b>MANAGEMENT SERVICES</b>
95844	<b>Food Management Services (Incl. Hygiene, Contamination, Preservation, Research, etc.)</b> Food Management Services (Incl. Hygiene, Contamination, Preservation, Research, etc.)
963	<b>NON-BIDDABLE MISCELLANEOUS ITEMS</b>
96347	<b>Meals</b> Meals
393	<b>FOODS: STAPLE GROCERY AND GROCER'S MISCELLANEOUS ITEMS</b>
39306	<b>Combination Meals, Shelf Staple (To Include Ready to Eat Prepared Meals) MRE</b> Combination Meals, Shelf Staple (To Include Ready to Eat Prepared Meals) MRE
961	<b>MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)</b>
96136	<b>Food Administrative Services (Incl. Policy, Standards, Evaluation, etc.)</b> Food Administrative Services (Incl. Policy, Standards, Evaluation, etc.)
918	<b>CONSULTING SERVICES</b>
91852	<b>Food Service Consulting</b> Food Service Consulting

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## **RFP TERMS AND CONDITIONS**

### **INCORPORATION OF PROPOSAL INTO THE CONTRACT**

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

### **ENTIRE AGREEMENT**

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

#### **a) BINDING EFFECT**

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

#### **b) FORMAL REQUIREMENTS CONTRACT NECESSARY**

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

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

#### **c) ORDER OF PRECEDENCE**

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

#### **d) FORCE MAJEURE**

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

#### e) FAIR LABOR STANDARDS

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

#### **CONTRACT TERM**

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

#### **ACCEPTANCE – REJECTION**

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

#### **COMPLIANCE WITH LAWS AND VENUE JURISDICTION**

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

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

#### **FISCAL FUNDING**

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



## **BEST PRICE IN THE COUNTY**

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

## **PERMITS AND LICENSES**

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

## **INDEMNIFICATION**

To the fullest extent permitted by law contractor shall indemnify, hold harmless and defend owner, and all of its officers, directors, agents and employees, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys fees, arising out of or resulting from bodily injury or death of any person, or property damage, including loss of use of property, arising or alleged to arise out of or in any way related to this contract or contractor's performance of the work or other activities of contractor, but only to the extent caused in whole or in part by any negligent act or omission of contractor or anyone directly or indirectly employed by contractor or anyone for whose acts contractor may be liable. Notwithstanding the foregoing, to the fullest extent permitted by law, contractor shall indemnify, hold harmless and defend owner, and all of its officers, directors, agents and employees (the "indemnitees"), from and against all claims, damages, losses and expenses, including, but not limited to, attorneys fees, arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of contractor or any of its subcontractors, regardless of whether such claim, damage, loss or expense is caused, or is alleged to be caused, in whole or in part by the negligence of any indemnitee, it being the expressed intent of owner and contractor that in such event the contractor is to indemnify, hold harmless and defend the indemnitees from the consequences of their own negligence, whether it is or is alleged to be the sole or concurring cause of the bodily injury, sickness, disease or death of contractor's employee or the employee of any of its subcontractors. The indemnification obligations under this paragraph shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for contractor under workers compensation acts, disability benefit acts or other employee benefit acts.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this agreement shall indefinitely survive any expiration, completion or termination of this agreement. In the event contractor and owner are found jointly liable by a court of competent jurisdiction, liability will be apportioned comparatively in accordance with the laws of the state of Texas, without waiving any governmental immunity available to the state under Texas law and without waiving any defenses of the parties under Texas law.

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

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

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

## **TAXES**

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

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

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

## **SALARIES AND EXPENSES RELATING TO THE SUCCESSFUL PROPOSERS EMPLOYEES**

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

## **WITHHOLDING/RETURN OF PAYMENT**

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

## **PAYMENT TERMS**

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

## **ASSIGNMENT**

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

## **AMENDMENTS AND CHANGES IN THE LAW**

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

## **NOTICES**

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

## **INDEPENDENT CONTRACTOR**

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

## **SUBCONTRACTING**

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

## **LITIGATION**

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

## **SOVEREIGN IMMUNITY**

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

## **DEFAULT/CUMULATIVE RIGHTS/MITIGATION**

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Contract are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Proposer has a duty to mitigate damages.

## **LIABILITY FOR LOSS OF INFORMATION**

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

## **TERMINATION FOR CONVENIENCE**

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

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

#### **TERMINATION FOR INSOLVENCY**

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

#### **TERMINATION FOR DEFAULT**

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

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

## **TERMINATION FOR NON PERFORMANCE**

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

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

## **MONETARY RESTITUTION**

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

## **SEVERABILITY**

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

## **PROPOSER'S PROFESSIONAL WARRANTIES**

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

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

#### ASSURANCES

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

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

## **RECORD KEEPING AND AUDIT**

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



## **AVAILABILITY AND RETENTION OF RECORDS**

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

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

## **ADEQUACY OF RECORDS**

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

## **AUDIT DISALLOWANCE**

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

## **CONFLICT OF INTEREST**

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

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

## **ANTI-KICKBACK CLAUSE**

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

## **POLITICAL ACTIVITY PROHIBITED**

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

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

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

## **COLLUSION**

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

## **NEPOTISM**

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

## **NON-DISCRIMINATION/AFFIRMATIVE ACTION**

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

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

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

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

### **SECTARIAN ACTIVITY**

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

### **FEDERAL DEBARRED VENDORS**

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

### **DISCLOSURE FORM CIQ**

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

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

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

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

## **AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS**

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

## **USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS**

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

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

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

## **COUNTERPARTS, NUMBER/GENDER AND HEADINGS**

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

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

RFP

ATTACHMENT S  
SBE PROGRAM AND FORMS



## SBE LANGUAGE FOR RFP SOLICITATIONS

### REQUEST FOR PROPOSAL (RFP)

#### 7.0 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

##### 7.1. Definitions.

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

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

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

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

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

## **7.2 SBE Goals, Good Faith Efforts and Eligibility.**

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

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

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

## **7.3 SBE Scoring**

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



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

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

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

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

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

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

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

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

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

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

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

**MANDATORY  
SBE SOLICITATION ATTACHMENTS**



## SMALL BUSINESS UTILIZATION AFFIDAVIT

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

### **Small Business Enterprise Participation Goals**

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

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

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

Solicitation Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name of Certifying Official of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Certifying Official of Company

\_\_\_\_\_  
Title



## Small Business Enterprise Program Utilization Form

Solicitation/Project Name: \_\_\_\_\_ Solicitation #: \_\_\_\_\_

Firm Name: \_\_\_\_\_ Firm Phone # \_\_\_\_\_

Firm Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Compliance Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

Total Bid Amount: \_\_\_\_\_ Amount self-performed: \_\_\_\_\_ Percentage self-performed: \_\_\_\_\_

### Utilization Plan

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

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

### Small Business Enterprise

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



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

Prime Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For Use by SBE Office Only

SBE Compliance Officer: \_\_\_\_\_ Date: \_\_\_\_\_

SBE Notes:



## Good Faith Efforts Form

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

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

Department? \_\_\_\_\_ (Y/N) Name of staff member \_\_\_\_\_

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

Vendor List Accessed	Date of Access

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

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

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

### Small Business Enterprise

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



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

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

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

Publication Name	Date of Publication

Prime Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**DALLAS COUNTY  
SUBCONTRACTOR INTENT FORM**

To: Dallas County - Small Business Enterprise Department

Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Solicitation #: \_\_\_\_\_

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

to \_\_\_\_\_  
Prime Contractor on the project

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

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

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

Total Contract Amount for prime: \$ \_\_\_\_\_

Estimated Work Start Date: \_\_\_\_\_

Sub Participation Amount: \$ \_\_\_\_\_ %

Estimated Work End Date: \_\_\_\_\_

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

\_\_\_\_\_  
Officer's Signature (Prime Contractor)

\_\_\_\_\_  
Officer's Signature (Subcontractor)

\_\_\_\_\_  
Printed Name (Prime Contractor)

\_\_\_\_\_  
Printed Name (Subcontractor)

\_\_\_\_\_  
Title (Prime Contractor)

\_\_\_\_\_  
Title (Subcontractor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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



**Solicitation Number No.:** 2025-059-7084,  
**Pre-Proposal Meeting Date:** 9/30/2025 at 10 AM CST  
**Project Title:** Food Catering Services for Older Adult Nutrition Program,  
**Proposal Due Date:** 10/23/2025 at 2 PM CST.



**REQUEST FOR PROPOSAL  
FOOD CATERING SERVICES FOR OLDER ADULT NUTRITION PROGRAM**

**Solicitation Number No.:** 2025-059-7084,  
**Pre-Proposal Meeting Date:** 9/30/2025 at 10 AM CST  
**Project Title:** Food Catering Services for Older Adult Nutrition Program,  
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## **I. Introduction, Purpose and Intent**

The purpose of this Request for Proposal (RFP) is to establish a three-year-term service price agreement, with two-year renewal options. This agreement aims to secure Food Catering Services for the Dallas County Health and Human Services Older Adult Nutrition Program, as detailed in the requirements below. The contract will be awarded to the highest-ranked vendor, who will be responsible for delivering congregate meal services Monday through Friday (excluding holidays) to 19 Senior Center nutrition program sites across Dallas County, ensuring accessibility for older adults.

Senior nutrition programs are offered around the United States as a result of the Older Americans Act and federal, state, county and local government funding. The program provides catered meal services in approximately nineteen (19) nutrition program sites across Dallas County that are accessible to older adults, and approximately 700 to 1,000 meals per day will be ordered, 5 days a week, Monday through Friday. The program operates those congregate sites so that community elders may come together for a nutritional meal and an educational or recreational program.

The goal of this Older Adult Services Program (OASP) is to provide individuals aged 60 and older with hot, nutritionally balanced meals that meet one-third (1/3) of the [Dietary Reference Intakes \(DRI\)](#). The Contractor is responsible for supplying the food, services, supplies, and equipment as outlined in this RFP. The taste, texture and appearance should be of the highest quality

## **II. General Requirements**

1. Contractor must have a minimum of three (3) consecutive years' experience in catering meal service.
2. All proposers must submit copies of their Food Service Establishment Inspection Report for the past three (3) years.
3. In addition to the requirements stated above, the Contractor must provide the following with their proposal submission:
  - Contractor must provide a copy of licenses and certifications of Contractor personnel including subcontractors providing services under this contract (example: dietitian, nutritionist, food safety manager, food service manager, food handler, etc.).
  - Provide sample menu, recipes and nutrient analysis for the following:
    - 5 days of meal service
    - Holidays meal service (Thanksgiving and Christmas)
    - Boxed lunch alternative meal service
    - Continental breakfast alternative meal service
    - Boxed lunch service with upgraded enhancements for special program events
    - Hot meal service with upgraded enhancements for special program events
  - Provide necessary items for serving
    - quality disposable tableware
    - quality disposable plasticware with salt, pepper, napkin and straw
    - hair restraints
    - disposable gloves
    - digital food thermometers
    - serving utensils
  - Equipment list for food preparation and delivery of food
  - Number and Type of Vehicles being utilized for delivery and pick-up under this contract (year, make and model number)
  - Information on the type vehicles that will be utilized

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- Sample routing, delivery and pick-up schedule based on the site location listed in RFP.
- Sample Food Safe Reports, Maintenance Reports, Inspection Reports, and Other Reports Sample of copy of company quality assurance plan.

4. Permits and Licenses:

- Contractor 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. Contractor shall maintain these licenses and permits in effect for the duration of the contract agreement. Respondent/Contractor 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 the contract agreement.

### III. Technical Requirements

In Addition to the General Requirements and Provisions, the Scope of Services shall include, but not be limited to the following minimum requirements and responsibilities:

1. Contractor shall furnish all documentation, reports, services, supervision, labor, personnel, food, food preparation, facilities, equipment, material, supplies, training, administration, management activities, implementation, programming, planning, scheduling, delivery and pick-ups, technical and professional services, and pay all taxes, fees, insurance, benefits, overhead, permits, licenses, transportation cost, shipping, freight, fuel surcharges, mileages, parking, tolls, travel time and all other things necessary or incidental to the performance, completion, and acceptance of the scope of work and services as described in this contract.
2. Contract involves approximately two hundred and fifty (250) serving days, Monday through Friday each week, excluding County holidays.
3. Approximately seven hundred (700) to one thousand (1000) meals per day will be ordered by the nineteen (19) Dallas County nutrition sites listed below:

<b>1</b>	<b>Carver Heights Senior Center</b> 2510 E. Ledbetter Dr., Dallas, Tx 75216	5 Days per week Monday-Friday	Lunch Time <b>11:30am</b>	Serving <b>35</b>
<b>2</b>	<b>Concord Senior Center</b> 6808 Pastor Bailey Dr, Dallas, Tx 75237	5 Days per week Monday-Friday	Lunch Time <b>11:30am</b>	Serving <b>35</b>
<b>3</b>	<b>Emeritus Senior Center</b> 4849 W. Illinois Ave., Dallas, Tx 75211, (Building B, Rm 137)	5 Days per week Monday-Friday	Lunch Time <b>11:30am</b>	Serving <b>35</b>
<b>4</b>	<b>Jefferson Senior Center</b> 1617 W. Jefferson Blvd., Dallas, Tx 75208	5 Days per week Monday-Friday	Lunch Time <b>11:30am</b>	Serving <b>50</b>
<b>5</b>	<b>MLK Senior Center</b> 2901 Pennsylvania, Dallas, Tx 75215	5 Days per week Monday-Friday	Lunch Time <b>11:30am</b>	Serving <b>30</b>
<b>6</b>	<b>Marcus Annex Senior Center</b> 2910 Modella Ave., Dallas, Tx 75229	5 Days per week Monday-Friday	Lunch Time <b>11:30am</b>	Serving <b>25</b>
<b>7</b>	<b>Pleasant Sunshine</b> 3700 Dixon Ave., Dallas, Tx 75210	5 Days per week Monday-Friday	Lunch Time <b>11:30am</b>	Serving <b>45</b>

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<b>8</b>	<b>Richard Hsu Senior Center</b> 2129 Arapaho Rd., Richardson, Tx 75081	5 Days per week Monday-Friday	Lunch Time <b>11:30am</b>	Serving <b>45</b>
<b>9</b>	<b>Singing Hills Senior Center</b> 6805 Patrol Way, Dallas, Tx 75241	5 Days per week Monday-Friday	Lunch Time <b>11:00am</b>	Serving <b>35</b>
<b>10</b>	<b>Southern Charm Senior Center</b> 3030 Tips Blvd., Dallas, Tx 75216	5 Days per week Monday-Friday	Lunch Time <b>11:30am</b>	Serving <b>25</b>
<b>11</b>	<b>Walnut St. Senior Center</b> 3306 W. Walnut St., Garland, Tx 75042 (3rd Floor)	5 Days per week Monday-Friday	Lunch Time <b>11:30am</b>	Serving <b>60</b>
<b>12</b>	<b>Wellmed Senior Center</b> 3107 W. Camp Wisdom Rd., Dallas, Tx 75237	5 Days per week Monday-Friday	Lunch Time <b>11:00am</b>	Serving <b>90</b>
<b>13</b>	<b>West Dallas Senior Center</b> 2828 Fish Trap Rd., Dallas, Tx 75212	5 Days per week Monday-Friday	Lunch Time <b>11:30am</b>	Serving <b>30</b>
<b>14</b>	<b>W. B. Johnson Senior Center</b> 12225 Willowdell Dr., Dallas, Tx 75243	5 Days per week Monday-Friday	Lunch Time <b>11:00am</b>	Serving <b>35</b>
<b>15</b>	<b>Deaf Action Center</b> 3110 Cedar Plaza, Dallas, Tx 75235	5 Days per week Monday-Friday	Lunch Time <b>11:00am</b>	Serving <b>20</b>
<b>16</b>	<b>Esperanza Senior Center</b> at Dolby Elementary School 14040 Rolling Hills Lane, Dallas, Tx 75240	5 Days per week Monday-Friday	Lunch Time <b>11:00am</b>	Serving <b>40</b>
<b>17</b>	<b>Garland Senior Activity Center</b> 1701 Dairy Rd., Garland, Tx 75040 (Temporary)	5 Days per week Monday-Friday	Lunch Time <b>11:00am</b>	Serving <b>60</b>
<b>18</b>	<b>Garland Carver Senior Center</b> 222 Carver St., Garland, Tx 75040	5 Days per week Monday-Friday	Lunch Time <b>11:00am</b>	Serving <b>25</b>
<b>19</b>	<b>DeSoto Senior Activity Center</b> 204 Lion St. DeSoto, Tx 75115	5 Days per week Monday-Friday	Lunch Time <b>11:30am</b>	Serving <b>80</b>

Contractor must meet the broad spectrum of regulations and statutes appropriate to the conduct of the Older Adult Services Program for the elderly as promulgated by the United States Department of Health & Human Services and administered by the Administration on Aging, the Texas Health and Human Services, the Dallas Area Agency on Aging, and the Dallas County Older Adult Services Program. Such items include Public Law 116-131 and Title III-C (see links below) of the Older Americans Act Amendments of 1987 as identified in the Rules and Regulations published in the Federal Register March 29, 1988, and signed June 1988, by the Secretary of Health and Human Services, Office of Human Development Services. Copies of these may be obtained from the U.S. Government Printing Office or its local subsidiaries and branches.

#### **Title III-C**

<https://www.hhs.texas.gov/handbooks/area-agency-aging-policies-procedures-manual/f-1600-meals>

#### **Public Law 116-131**

<https://www.congress.gov/bill/116th-congress/house-bill/4334/text>

#### **4. Contractor will be required to:**

- Create menus exclusively for Dallas County Older Adult Services Program.

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- Ensure that food handling (cooking, storage, and transporting) methods will maintain quality and safety of foods.
- Meet all local jurisdiction(s) and Texas Department of State Health Service regulations for food service sanitation in places where food is to be prepared. All kitchens where food is to be prepared will be inspected by the Texas Department of State Health Services or Dallas County Health and Human Services Department.
- Initiate an investigation by local health authorities upon receiving complaints involving two (2) or more persons with symptoms of food-borne illness within a similar time frame after consuming food from the nutrition site.
- Dallas County Older Adult Services Program will notify the Dallas Area Agency on Aging immediately of the investigation. A written report of the investigation and corrective action will be submitted to Dallas County, the Dallas Area Agency on Aging and the Texas Health and Human Services within 24 hours.
- Initiate an investigation of any report of foreign object found in food and provide a written report of the investigation and corrective action within 24 hours to Dallas County.
- Keep full and accurate sales and procurement records related to purchases covered by this contract. All such records shall be kept on file for a minimum of seven (7) years after the end of the federal fiscal year to which they pertain or any other period which the Administration on Aging or the Dallas County Older Adult Services Program may from time to time designate. Contractor shall agree that authorized auditors and officials, upon request, shall have access to all such records for audit and review at a reasonable time and place, and to conduct on-site reviews of the food service, transportation, and handling operations.
- Contractor agrees to not subcontract any portion of this contract without prior written approval of Dallas County.
- Maintain responsibility for all fees and licenses required to operate under this Contract for the full duration of the Contract. The director/owner of Contractor and at least one other employee responsible for meal production shall be a Certified Food Service Manager in accordance to Texas Department of State Health Services guidelines and regulations.
- Expect no more than forty-eight (48) hours advance notice in regard to the number of meals to be provided at each site.
- Implement all provisions of the contract within thirty (30) days after award.

## **5. Meal Planning**

- Menus shall be crafted exclusively for Dallas County Older Adult Services Program.
- The special needs of older adults must be considered in all menu planning, food selection, and meal preparation.
- Contractor shall provide a director/manager and a dietitian who will be adequately educated, trained, and skilled and devote the necessary time to ensure the execution and maintenance of this Contract. The director/manager and a registered/licensed dietitian shall be available to participate on invitation in OASP activities that are held throughout the County. Contractor will assume all costs of travel and related expenses relating to such.
- Contractor shall provide nutritional analyses approved by a registered/licensed dietitian for all menus submitted to the Dallas County Older Adult Services Program.
- Menus must be planned for a minimum of six (6) weeks and submitted to Dallas County Older Adult Services for review 12 weeks prior to the initial planned start date of the menu.
- Contractor must be available to participate in collaborative menu review meetings with Dallas County Older Adult Services to include contractor director/manager, dietitian and lead staff presiding over daily kitchen operations. Menu review meetings will evaluate past menus and dining experience for older adults and discuss future menus. Finalized menus shall be approved by Dallas County Older Adult Services. Contractor will assume all costs of travel and related expenses relating to such meetings.

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- Menu evaluation criteria will include:
  - Taste
  - Texture
  - Appearance
  - Freshness
  - Temperature
- Contractor shall submit finalized menus certified in writing by a registered/licensed dietitian to the Dallas County Older Adult Services Program.
- Menu items should include desirable products such as:
  - Quality meats (Bone-in chicken, 100% beef, fish, etc.)
  - Variety breads (grained breads, rolls, buns, croissants, garlic, cornbread, tortillas, artesian, etc.)
  - Herbs, spices, seasonings
  - Fresh fruits, vegetables
  - Variety of dessert options
  - Products should be appropriately paired for desired menu.
- Religious, cultural, ethnic, or regional preferences of a major portion of the elderly participants shall be reflected in the meals served. Menus should reflect meals of Anglo, African American, Hispanic and Asian cultures at a frequency of at least once per month.
  - Contractor shall provide packaged boxed lunch or meal with upgraded enhancements for special program events and outings at minimum of once per month for one or more sites. Contractor may submit separate proposed pricing.
  - Contractor shall provide continental breakfast as an alternative to lunch on occasion at minimum of once per month for one or more sites.
  - Contractor shall provide individually packaged lunch alternatives for outings, religious meat options, etc.
  - Contractor shall provide a birthday cake and ice cream for each site on the second Wednesday of each month.
  - Contractor shall provide refreshments for up to six (6) times per year for special events. Refreshments may include items such as fruit, cookies, and bottled water. The Contractor must also include a list of any additional refreshments they are able to provide.

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- Contractor shall provide packaged shelf stable meals for closures due to holidays, emergencies, potential inclement weather, etc.
- Contractor shall provide menus for special observances and holidays (dates subject to change):
  - New Year's Day – January 1
  - Martin Luther King Jr. Day – Third Monday in January
  - Black History Month – February (month-long observance; specific dates to be determined)
  - St. Patrick's Day – March 17
  - Easter – Specific dates to be determined
  - Older Americans Month – May (month-long observance; specific dates to be determined)
  - Cinco de Mayo – May 5
  - Memorial Day – Last Monday in May
  - Juneteenth – June 19
  - 4th of July (Independence Day) – July 4
  - Christmas in July – Typically celebrated in July (varies, often July 25)
  - Thanksgiving Day – Fourth Thursday in November
  - Christmas Day – December 25
- Contractor shall provide serving instructions for each menu.
- Contractor shall be responsible for the preparation of a final copy of each monthly menu and submit copies of menus to the Dallas County Older Adult Services Program administrative office, thirty (30) days before the beginning of the following month. Contractor shall maintain a recipe file for inspection by the Dallas County Older Adult Services Program.
- Any changes or substitutions which need to be made to menus shall be approved in advance by personnel of the Dallas County Older Adult Services Program. The Dallas County Older Adult Services Program may deny payment to the vendor for menu substitutions not previously approved.
- Incomplete meals served to older adults due to inaccuracies, temperature, quality or shortages may deny payment to vendor.

#### **IV. Evaluation Criteria**

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

<b>Criteria</b>	<b>Points</b>
Experience and Qualifications	35
Service Functionality and Work Plan	25
Cost and Other Fees	20
Financial Stability	5
Small Business Enterprise	15
Total Points	100

#### **V. 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.

1. **Executive Summary** - Each proposal must contain an executive summary consisting of the cover sheet that summarizes the key elements of the proposal such as statement of capabilities, approach to delivering the services



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described in the RFP and understanding of the project goals and objectives. Additionally, included in the executive summary, must be a statement that explains why the respondent would be the best to choose for the County.

2. **Table of Contents** - A table of contents that identifies the consecutive page numbers where to find the various sections included in the proposal.
3. **Cover Letter**
  - a. Identify the submitting organization and legal entity.
  - b. Identify the name, title, telephone, and e-mail address of the person authorized by the organization to contractually obligate the organization.
  - c. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization.
  - d. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification.
  - e. State in writing that all furnished information, including prices, will remain valid for a period of not less than one hundred and eighty (180) days from the date set for the opening thereof and will remain the property of Dallas County.
  - f. Acknowledge receipt of all addendums to this RFP (If any).
  - g. Include the signature of the person authorized to contractually obligate the organization.
4. **Experience and Qualifications (35 points)** - This section should include the Firm's overall experience and qualifications of working on like projects and it should include, at a minimum, the Firm overall understands of the technical and general aspects of the project.
  - a. Provide a brief overview of your company. This can include primary products and/or services, nature of business, established, history and organization of your firm, parent and/or subsidiary information, headquarters, industry, number of employees, number of offices, principal place of business, locations, awards, and recognitions.
  - b. Provide an organizational chart that identifies the complete structure of the company including any parent company. Identify the headquarters, regional offices, and subsidiaries if applicable.
  - c. Indicate prior experience in providing the type, scope, and magnitude of services solicited under this RFP, specifically working with a diverse population.
  - d. Indicate the experience and capability of the respondent's key personnel, including respondent's designated representatives. Respondent shall submit a list of capabilities and resumes of key personnel assigned to the proposed contract with Dallas County Health and Human Services (HHS). This information should indicate sufficient evidence satisfactorily to the County that the proposed key personnel have the capabilities and experience necessary to successfully perform the scope of services. For each key person identified, the following information must be provided:
    1. Key personnel (defined as personnel who provide direct service, supervising personnel providing direct service, and any other key personnel that will be involved in the participants' treatment or involved in the operations of the treatment provided) areas of expertise and areas for prime responsibility under the contract; and
    2. Resumes or personnel profiles for each person with background, including years of experience in each position and training, containing a description of their roles and responsibilities on recent contracts of similar type, scope and magnitude relating to the scope of services as described in this RFP. Please include any applicable criminal background of key personnel that HHS needs to be aware of.
  - e. Provide explanation of how your company will maintain compliance in collaborating with a registered dietician, licensed nutritionist, or physician for meal approval to ensure meals meet established nutritional guidelines
  - f. Describe how you guarantee that all operating staff have and keep up-to-date essential food handler training and certifications.

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- g. Describe the approach you take to maintain a consistent quality of food and service daily. Include specific methods, processes, and standards you implement to achieve consistency.
- h. Provide a description how the respondent was able to manage the overall Services to maintain schedule, maintain budgets, monitor performance, and monitor quality on similar public projects; Provide a description of how the respondent used metrics and processes to ensure schedule, budget performance and quality are all of the highest possible standard;
- i. Describe the strategy for addressing customer concerns, complaints, and input. Provide a copy of your customer service policy.
- j. Provide a detailed description of what processes were used by the respondent to manage the work and completion of all work to ensure high quality, on time and within budget delivery of Services.
- k. Provide any default in the last five years (If applicable). Termination for default is defined as notice to stop performance which was delivered to the contractor due to the contractor's non-performance or poor performance.
- l. Provide a minimum of four (4) reference letters from other agencies (public and/or private sector) for relevant projects involving similar meal services completed within the past five (5) years from the date of release of this RFP. The reference letters should include:
  1. Client Name
  2. Project description;
  3. Scope of Project
  4. Project actual or expected completion date;
  5. Client List/Reference Contact Information

**5. Service Functionality and Work Plan (25 points)**

- a. Provide a detailed narrative outlining the proposed approach to the project, emphasizing critical issues and available resources to ensure commitment to the Dallas County project. This section should describe the firm's plans for achieving project objectives, including methods for planning, organizing, scheduling, coordinating, and administering the overall effort.
- b. Provide proposed menus for clients that include 5-day-per-week meal service, holiday meal service, boxed lunch alternative meal service, boxed lunch service with upgraded enhancements and refreshments for special program events, and hot meal service with upgraded enhancements for special program events.
- c. At the County's discretion, a taste test of the proposed food may be requested from the vendor. Please confirm that your company is able to provide a taste test at a Dallas County location.
- d. Describe your process for developing menus tailored to customers with similar scope and size.
- e. Provide a plan to ensure menus accommodate various medical, religious, and dietary requirements. Respondent must submit with their proposal a sample five-day menu.
- f. Provide quality inventory control methods and standards
- g. Provide procedure for providing safe, sanitary, and secure food service management including supervision and control of client and internal security of products and equipment available to clients.
- h. Provide procedures for billing and inventory of supplies.
- i. Provide emergency/contingency plan to provide food service in case of emergency situations, including but not limited to, equipment failure, disruption of standard food supply shipments, health, or safety lockdowns, strikes by the vendor's employees, natural disasters, riots, fire, power failure or kitchen shut down.
- j. Provide strategy for handling late or missed meal schedule(s).
- k. Provide a staffing plan and proposed salaries tailored to the requirements of the operation.
- l. Provide overview of employment hiring and vetting model.
- m. Provide a copy of your Public Health Inspection Certificate.
- n. Provide training process and procedures for each of vendors staff members.
- o. Provide approach to rendering services.
- p. Provide what process vendor utilizes to measure success.

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- q. Provide approach for managing access or leftover meals or food.
- r. Describe any challenges you foresee in providing food service to Dallas County HHS.

**6. Cost and Fees ( 20 points)**

This section shall include a detailed breakdown of the project costs. Please complete the Pricing Spreadsheet and include all possible costs in the document.

**7. Financial Stability (5 points)**

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

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

- a. **Litigation History** - Provide the style and cite of any current/pending litigation and any litigation settled or disposed within the past five (5) years against the Respondent, including its parent, sister or subsidiary companies and proposed subcontractors.
- b. **Other Material** - Please include any additional material that may assist the County in evaluating your proposal. However, clarity and brevity of presentation, not length, will be favorably considered.
- c. **Exceptions** – please note if your company is taking exceptions to any Dallas County terms and conditions.

**8. Small Business Enterprise (15 points)**

Submit all Mandatory Forms found in the attachment section of this solicitation

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

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

**VII. 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.

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Pre-proposal conference **9/30/2025 at 10 a.m. (CST)**, the pre-proposal meeting will be conducted through a conference call.

## **Microsoft Teams** [Need help?](#)

### **Join the meeting now**

Meeting ID: 252 887 528 111 3

Passcode: Jf9Pk7Ys

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### **Dial in by phone**

[+1 469-208-1731,,122991228#](#) United States, Carrollton

[Find a local number](#)

Phone conference ID: 122 991 228#

The deadline for the submission of questions is **9/29/2025 at 2 p.m. (CST)** through Bidnet.

#### **VIII. Term and Commencement Date**

This will be a three-year term contract with an option for a two-year renewal commencing upon award by Commissioners Court, upon meeting any insurance and/or bonding requirements (if applicable) and/or fully executing the contract (if applicable).

#### **IX. Award Method**

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

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.

#### **X. Opening of Proposals**

Proposal reading shall be conducted: **10/23/2025 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\\_Y2Q1NDU3Y2YtODk5Zi00ZjZiLWlyMGQtZGM3ZjMzNDUzYTE2%40thread.v2/0?context=%7B%22Tid%22%3A%2251adcfad-72f1-479c-b28f-52412e04014b%22%2C%22Oid%22%3A%226f7e6e0d-1f84-43a8-a037-c8b93e424cb8%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&btype=a&role=a](https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2Q1NDU3Y2YtODk5Zi00ZjZiLWlyMGQtZGM3ZjMzNDUzYTE2%40thread.v2/0?context=%7B%22Tid%22%3A%2251adcfad-72f1-479c-b28f-52412e04014b%22%2C%22Oid%22%3A%226f7e6e0d-1f84-43a8-a037-c8b93e424cb8%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&btype=a&role=a)

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.

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

Firms will be required to submit additional questions presented at the pre-proposal and/or after the conference. All additional questions must be received by **10/1/2025 at 10 a.m. (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.

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**XII. Proposal Submittal and Exception Requirements**

To be considered for award, the proposal response must be submitted by **10/23/2025 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.

**XIII. 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.

**XIV. 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

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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 Ahron Molina.

All questions regarding this solicitation are to be submitted in writing to Ahron Molina, Dallas County Purchasing Department via [Bidnet](https://www.bidnetdirect.com/texas/dallas-county) (<https://www.bidnetdirect.com/texas/dallas-county>), the County's procurement platform. If the respondent does not have access to the County's solicitation platform, the respondent may submit their questions in writing via email to [ahron.molina@dallascounty.org](mailto:ahron.molina@dallascounty.org). Please reference the Solicitation number in the subject of the email.

All questions, comments and requests for clarification must reference the solicitation number on all correspondence to Dallas County. Any oral communications shall be considered unofficial and non-binding.

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

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

## **XV. Review of Proposals**

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

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

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

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

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

Selected proposers may be expected to make a presentation/product demonstration to an evaluation committee. Proposals, presentations and product/service evaluations may develop into negotiating sessions with the proposer(s) as selected by the Evaluation Committee. Dallas County expects to conduct negotiations with proposer's representatives authorized to

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contractually obligate with an offer. If proposer is unable to agree to contract terms and conditions, Dallas County reserves the right to terminate contract negotiations with that proposer and initiate negotiations with another proposer. In addition to a presentation, visits by the Evaluation Committee to representative proposer's client sites may be conducted where the proposed solution can be demonstrated in a production environment.

#### **XVI. Proposal Pricing**

Proposal pricing shall be firm with a percentage of allowance for inflation for the term of the contract unless otherwise stated herein. Costs not included or calculated in the applicable unit prices as response will not be paid by the County, regardless of the intentions of the proposer when the proposal was submitted and regardless that those costs were actually incurred. Price increase(s) shall not be automatic, the proposer shall request on an annual basis a price increase which shall not exceed 5% annually as warranted. Proposer shall submit, for the County's consideration, supporting documentation that substantiates the requested price increase. 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.

All vendors are required to submit their pricing using the designated pricing spreadsheet. Please ensure that all relevant sections are completed accurately, including unit costs, total pricing, and any additional fees or optional services.

Proposer must provide their price increase no later than July 1st of that year; which once approved would go into effect October 1st for a year.

#### **XVII. Insurance**

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

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

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

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

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

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

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

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

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

- a. Waiver of Subrogation
- b. Thirty (30) day Notice of Cancellation

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

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

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

- 1.3. Automobile Liability Insurance: Contractor shall maintain Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than Five Hundred Thousand 00/100 (\$500,000.00) Combined Single Limit of Liability for Bodily Injury and Property Damage. Such insurance is to include coverage for loading and unloading hazards.

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

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

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



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- a. Endorsement: Except Workers Compensation and Professional Liability, name Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage;
- b. Endorsement: Provide for thirty (30) days prior written notice will be given to the County for cancellation, non-renewal or material reduction/change in coverage provided under all policies, except in cases of cancellation for non-payment, in the event of which notice shall be provided as required by state law to Dallas County;
- c. Endorsement: Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss;
- d. Provide for endorsement that the "other insurance" clause shall not apply to County where County is the additional insured on the policy;
- e. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of the contract is satisfactorily completed and formally accepted;
- f. All insurance coverage shall be on a per occurrence basis, if coverage is written on a claims-made basis, the retroactive date shall be prior to or coincide with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. The coverage shall be continuous for the duration of the contract agreement and for not less than two (2) years following the end of the contract agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the contract agreement;
- g. Contractor shall be solely responsible for the deductible and/or self-insured retention for any loss;
- h. Contractor insurance policies coverage shall be written on a primary basis and non-contributory with any other insurance coverages and/or self-insurance carried by Dallas County;
- i. Default/Cumulative Rights/Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages.
- j. Approval and acceptance of Contractor's services and work by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor's services or work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard;
- k. Contractor shall provide that all provisions of this contract agreement concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies;
- l. Contractor and their freight contractors must be prepared to show coverage verification prior to entering upon County premises;
- m. Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of this contract agreement, or cancellation of this contract agreement or both (Dallas County Commissioners Court Order 2003-1792, September 30, 2003);
- n. Insurance Certificates: The certificates of insurance shall list County as the certificate holder. Any and all copies of Certificates of Insurance shall reference any applicable (Solicitation Number, Commissioners Court Order Number, or contract number for which the insurance is being supplied). All insurance policies or duly executed certificates for the same required to be carried by Contractor under this contract agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: Dallas County Purchasing Agent located at 500 Elm Street, Suite 5500, Dallas, Texas 75202; and
- o. All insurance required to be carried by Contractor or subcontractors under this contract agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of

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Texas. Acceptance of or the verification of insurance by County shall not relieve or decrease the liability of Contractor.

## 2. 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.

## **XVIII. 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.

## **XIX. 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.

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**XX. 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.

**XXI. 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.

**XXII. 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

**XXIII. 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.

**XXIV. 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.

**XXV. 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.

**XXVI. 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.

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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.

#### **XXVII. 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.

#### **XXVIII. 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.

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**XXIX. 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.

**XXX. 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.

**XXXI. 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.

**XXXII. 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.

**XXXIII. Certificate of Interested Parties (Form 1295)**

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

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

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

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

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**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.: RFP.) 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)

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[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.

#### **XXXIV. 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.

#### **XXXV. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Contract Provisions**

The following provisions apply to Federally funded procurement:

##### **Clean Air Act**

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

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

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

##### **Federal Water Pollution Act**

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

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

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

##### **Suspension and Debarment**

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

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

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

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The proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

Prohibition on Contracting for Covered Telecommunications Equipment or Services

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

(b) Prohibitions.

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

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

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

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

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

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

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

(ii) Covered telecommunications equipment or services that:

- a. Are *not used* as a substantial or essential component of any system; *and*
- b. Are *not used* as critical technology of any system.

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

(d) Reporting requirement.

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



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

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

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

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

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

#### “Domestic Preference for Procurements

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

For purposes of this clause:

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

The following pertains to projects that include Construction:

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

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

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

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- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

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

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

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

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

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

Company Name	Legal Name	Owner Name	Email Address	Email Address 2	Address	Address 2	City	State	Zip Code	Phone Number	Fax Number
<b>336999</b>											
No SBEs Found											
<b>722310</b>											
A La Carte Catering & Cakes, Inc. dba Inspire Communication Consulting		Michelle McDonald	mmdonald@alacartedallas.com	alc@alacartedallas.com; mjoness@alacartedallas.com	2750 Northaven Rd	Ste 304	Dallas	TX	75229	972-488-2245	972-488-2245
ALANKAR, INC		Praveen Gupta	gri1908@gmail.com	gri1908@gmail.com	3724 Sir Kelly St		Lewisville	TX	75056	214-876-0445	214-594-9965
Artisan Snacks, LLC		Eneida Negron	eneida_n@hotmail.com	artisansnacks.us@gmail.com	1809 River Run Dr		DeSoto	TX	75115	469-236-7499	
Carrie Lou's Catering		Carrie Williams	carriecaterings4u@gmail.com	carriecaterings4u@gmail.com	944 E. Bowie Street		FORT WORTH	TX	76104	817-696-5268	
CBC Duty Free, LLC		Charles Bush	charlesbushgroup@aol.com	louisbush@att.net	8615 Freepport Parkway, Suite 195		Irving	TX	75052	214-693-9428	972-929-1101
Charles Bush Consulting, LLC		Charles M. Bush	charlesbushgroup@aol.com	charlesbushgroup@aol.com	8615 Freepport Parkway	Ste 195	Irving	TX	75063	972-929-1111	972-929-1101
Chef Cassandra Culinary Concepts, LLC		Cassandra Armstrong	chefcga@aol.com	chefcga@chefcassandra.com	2156 W. Northwest Hwy, Suite 314		Dallas	TX	75220	972-904-3600	
Chef Crafted Kitchens LLC		Alycen Cuellar	alycen@chefcraftedkitchens.com		8405 Bluebonnet Rd		Dallas	TX	75209	(214)635-6242	(214)635-6242
Corliss Stone-Littles, LLC		Corliss Stone-Littles	corliss@csllc.biz	info@csllc.biz	8180 Precinct Line Road	Suite 150	Colleyville	TX	76034	817-421-6399	801-650-1339
Creative Bar Concepts, LLC	Fly Bar at Love Landing	Charles Bush	charlesbushgroup@aol.com	creativebarconcepts@gmail.com	8615 Freepport Parkway, Suite 195		Irving, Texas 75063	TX	75063	214-693-9428	972-929-1001
DFW Ameritex, Inc.	Ameritex Vending Company	Johnny Wallace	jw@ameritextvending.com	jw@ameritextvending.com	11111 E. Wintergreen Road		Cedar Hill	TX	75104	972-572-5200	972-572-5400
DFW Ghani Investments, LLC		Aftab Sunny Shaikh	sunny@dfwghani.com	Sunny@DFWghani.com	700 E. Berry St.	CHEVRON	Fort Worth	TX	76110	817-675-9195	865-448-9494
Domain Enterprises, Inc.		Johnnie King	drdelva@tx.rr.com		1801 N Hampton Rd Suite 410		DeSoto	TX	75115	214-695-5941	214-230-0584
Epicurian Services, LLC		Charles Bush	charlesbushgroup@aol.com	epicurianservicesllc@gmail.com	8615 Freepport Parkway, suite 195		Irving	TX	75063	972-929-1111	972-929-1001
Hossain Enterprise, LLC		Zinat Hossain	noyon@sbcglobal.net	noyon@sbcglobal.net	2407 Poppy Lane		Euless	TX	76039	817-881-2414	817-881-2414
Mozzarella Company		Mauricio Travesi	mauricio@mozzco.com		2944 Elm St.		Dallas	TX	75226	214-741-4072	214-207-1853
Multiplex, Inc.		Helen Giddings	hgmultiplex@aol.com	hgmultiplex@sbcglobal.net	400 S. Zang Suite 1018		Dallas	TX	75208	214-943-1068	214-943-1069
RH Concessions LLC		Jarvis Haggins	jhaggins@rhconcessions.com	Jhaggins@rhconcessions.com	5415 Maple Ave Apt 319		Dallas	TX	75235	903-280-1298	
<b>923130</b>											
Injury Management Organization, Inc.		Catherine Benavidez	cbenavidez@injurymanagement.com	rmitchell@injurymanagement.com; idominguez@injurymanagement.com	5560 Tennyson Pkwy	Ste 110	Plano	TX	75024	972-387-8297	214-587-3310
Interactive Voice Applications, Inc. dba IVA, Inc.		John Young	john@ivacsp.com	charnette@ivacsp.com; kacy@ivacsp.com	5310 Harvest Hill Rd	Ste 125	Dallas	TX	75230	972-609-8110	214-213-8622
Mecca Management Solutions, LLC		Marrese Elder	meccamanagementassociates@gmail.com	melder@meccams.com	P.O. Box 200971		Arlington	TX	76006	817-939-2621	817-939-2621
<b>624210</b>											
Golden Outreach Community Feeding Services LLC		Tonya Johnson	johnsonms166@gmail.com	goldenoutreachllc@gmail.com	2220 Green Hill Dr.		McKinney	TX	75072	469-500-9557	
<b>722320</b>											
A La Carte Catering & Cakes, Inc. dba Inspire Communication Consulting		Michelle McDonald	mmdonald@alacartedallas.com	alc@alacartedallas.com; mjoness@alacartedallas.com	2750 Northaven Rd	Ste 304	Dallas	TX	75229	972-488-2245	972-488-2245
Carrie Lou's Catering		Carrie Williams	carriecaterings4u@gmail.com	carriecaterings4u@gmail.com	944 E. Bowie Street		FORT WORTH	TX	76104	817-696-5268	
Castle Top Treats LLC		Victoria Woods	info@castletoptreats.com	info@castletoptreats.com	5906 S Westcreek Ct.		Fort Worth	TX	76133	682-292-8074	
Chef Cassandra Culinary Concepts, LLC		Cassandra Armstrong	chefcga@aol.com	chefcga@chefcassandra.com	2156 W. Northwest Hwy, Suite 314		Dallas	TX	75220	972-904-3600	
Classic City Catering, LLC		Walter Daniels	wdaniels@classiccitycateringllc.com	sdaniels@classiccitycateringllc.com	2011 W Spring Creek Pkwy	Ste 2000	Plano	TX	75023	214-433-6377	404-453-0713
Cohost LLC		Jewel Briggs	office@cohostcatering.com		3150 Iron Ridge Street		Dallas	TX	75247	214-775-0822	
D'CARBO		Sergio Carlo	dcarbo.ceo@gmail.com	dcarbo.ceo@gmail.com	521 Copeland Dr.		Cedar Hill	TX	75104	214-207-7190	972-291-3871
Fluffpop Inc dba Make Your Life Sweeter		Yasmeen Tadia	yasmeen@makeyourlifesweeter.com		11050 Plano Rd	Ste 120	Dallas	TX	75238	(214)500-3725	(214)500-3725
Injury Management Organization, Inc.		Catherine Benavidez	cbenavidez@injurymanagement.com	rmitchell@injurymanagement.com; idominguez@injurymanagement.com	5560 Tennyson Pkwy	Ste 110	Plano	TX	75024	972-387-8297	214-587-3310
KCs Experience		Dana Jackson	dana.jackson@kcs-experience.com		6827 Foghorn Lane		Grand Prairie	TX	75054	254-289-9416	
MG'S Vegan Express LLC	SouFoodly Vegan	Janette Madlock-Dent	info@soufoodlyvegan.com	Soufoodlyvegan@gmail.com	204 Rock Meadow Trail		Mansfield	TX	76063	817-797-3220	817-592-3362
Midnight Kreation Catering, LLC		Diane Johnson	diane@midnightkreation.net	kendra@midnightkreation.net	7918 Dasch St.		Dallas	TX	75217	214-391-2279	973-663-1113
Mozzarella Company		Mauricio Travesi	mauricio@mozzco.com		2944 Elm St.		Dallas	TX	75226	214-741-4072	214-207-1853
New Direction Home Health of DFW	Dickey's Barbecue Kit	Chiketa Williams	chiketawilliams@gmail.com	chiketawilliams@gmail.com	3807 E Broad St	Suite 125	Mansfield	TX	76063	214-563-1274	866-591-9619
No Chaserz	Lyfe Science	Amelia Cobbs	nochaserzbar@gmail.com		1275 Lamar Dr		Lewisville	TX	75077	469-708-6919	000-000-0000
Terrie's Luxe Charcuterie		Terrie Brooks	Terriebrooks2@gmail.com		1340 Elise		Cedar Hill	TX	75104	972-694-6030	
TriAxis Solution, LLC		Fola Omojola	Fola.Omojola@twcommercial.com	Fola.Omojola@TriAxis-Solutions.com	213 Darlington Trail		Fort Worth	TX	76131	630-780-9259	
Two Podners, Inc.		James Runnels	twopod@flash.net		1441 Robert B. Cullum Blvd		Dallas	TX	75210	214-565-1967	214-207-3813