

## Notice

### Basic Information

<b>Reference Number</b>	0000380592
<b>Issuing Organization</b>	Dallas County
<b>Owner Organization</b>	
<b>Solicitation Type</b>	RFQ - Request for Qualifications (Formal)
<b>Solicitation Number</b>	2025-032-7057
<b>Title</b>	RFQ For Bond Counsel
<b>Source ID</b>	PU.AG.USA.2438.C18536626
<b>Piggyback Solicitation</b>	No

### Details

<b>Location</b>	Dallas County, Texas
<b>Purchase Type</b>	Duration:5 years
<b>Description</b>	<p>Dallas County, Texas (the "County") is soliciting qualifications from experienced law firms to serve as Bond Counsel for the County in connection with the issuance of bonds or other debt obligations. The purpose of this RFQ is to identify qualified candidates who possess the necessary experience, expertise, and capabilities to provide legal services related to the issuance of bonds or debt obligations on behalf of Dallas County.</p> <p>This RFQ is intended to solicit qualifications and is not an offer or a request for a bid or proposal. The County will review and evaluate the qualifications of the respondents based on the criteria outlined below and select a qualified firm to enter into a contract to provide bond counsel services.</p> <p>This will be a five-year term contract with two one-year renewal options commencing upon award by Commissioners Court, upon meeting any insurance and/or bonding requirements (if applicable) and/or fully executing the contract (if applicable).</p> <p><i>Pre-qualification conference 4/2/2025 at 10 a.m./p.m. (CST), the pre-qualification meeting will be conducted through a conference call.</i></p>

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Microsoft Teams Need help?  
 Join the meeting now  
 Meeting ID: 270 486 267 591  
 Passcode: Vv3uw76g  
 Dial in by phone  
 +1 469-208-1731,,207609164# United States, Carrollton  
 Find a local number  
 Phone conference ID: 207 609 164#  
 For organizers: Meeting options | Reset dial-in PIN

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### Dates

<b>Publication</b>	03/20/2025 12:11 PM CDT
<b>Question Acceptance Deadline</b>	04/09/2025 02:00 PM CDT
<b>Questions are submitted online</b>	Yes
<b>Closing Date</b>	05/01/2025 02:00 PM CDT

<b>Prebid Conference</b>	04/02/2025 10:00 AM CDT
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### Contact Information

Suman Verma  
 214-653-6223  
 suman.verma@dallascounty.org

### Buyer Preferences, Guidelines & Requirements

#### Participation Requirements

- Small Business Participation

#### General Requirements

- License Required

#### Award Requirements

- All or None Award

**Pre-Bidding Events**

**Event Type** Prebid Conference  
**Attendance** Recommended  
**Event date** 04/02/2025 10:00 AM CDT  
**Location** Microsoft Teams  
**Event Note** Pre-qualification conference 4/2/2025 at 10 a.m./p.m. (CST), the pre-qualification meeting will be conducted through a conference call.

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**Bid Submission Process**

**Bid Submission Type** Electronic or Physical Bid Submission

**Pricing** No Pricing

**Pricing** No Pricing

**Bid Documents List**

Item Name	Description	Mandatory	Limited to 1 file
Bid Documents	Documents defining the proposal	Yes	No

## Documents

### Documents

Document	Size	Uploaded Date	Language
SBE_Language_for_RFP_02.2024_ATTACHMENT_S.pdf [pdf]	540 Kb	12/19/2024 11:17 AM CST	English
RFP Terms and conditions .pdf [pdf]	174 Kb	12/19/2024 11:16 AM CST	English
RFQ 2025-032-7057 Bond Counsel.pdf [pdf]	408 Kb	03/19/2025 01:15 PM CDT	English
SBE Questions (Mandatory).xls [xls]	20 Kb	03/19/2025 01:31 PM CDT	English

## Categories

### Selected Categories

NIGP Categories (5)	
969	<b>PROFESSIONAL SERVICES, HIGHER EDUCATION</b>
96920	<b>Judgments &amp; Settlements, Attorney Fees</b> Judgments & Settlements, Attorney Fees
96922	<b>Judgments &amp; Settlements, Claimant &amp; Attorney</b> Judgments & Settlements, Claimant & Attorney
961	<b>MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)</b>
96149	<b>Legal Services, Attorneys</b> Legal Services, Attorneys
946	<b>FINANCIAL SERVICES</b>
94649	<b>Financial Services (Not Otherwise Classified)</b> Financial Services (Not Otherwise Classified)
949	<b>FINANCIAL SERVICES, HIGHER EDUCATION</b>
94900	<b>FINANCIAL SERVICES, HIGHER EDUCATION</b>

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## Courtesy Email

**Sent using email addresses**

suman.verma@dallascounty.org

RFP

ATTACHMENT S  
SBE PROGRAM AND FORMS



## SBE LANGUAGE FOR RFP SOLICITATIONS

### REQUEST FOR PROPOSAL (RFP)

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

##### 7.1. Definitions.

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

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

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

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

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

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

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

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

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

## **7.3 SBE Scoring**

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



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

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

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

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

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

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

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

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

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

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

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

**MANDATORY  
SBE SOLICITATION ATTACHMENTS**



## SMALL BUSINESS UTILIZATION AFFIDAVIT

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title



### Small Business Enterprise Program Utilization Form

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

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

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

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

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

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

#### Utilization Plan

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

<b>SBE certified subcontractors/suppliers</b>									
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
							<b>Total</b>	\$	%



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

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? \_\_\_\_\_



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

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

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

Publication Name	Date of Publication

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

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

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

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

**Small Business Enterprise**

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



DALLAS COUNTY
SUBCONTRACTOR INTENT FORM

To: Dallas County - Small Business Enterprise Department

Date:

Project Name:

Solicitation #:

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

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:

Table with 3 columns: Group Name, Prime, Sub. Rows include 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.



## **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.



**REQUEST FOR QUALIFICATION**  
**For Bond Counsel**



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## **I. Introduction**

Dallas County is a political subdivision of the State of Texas. The governing body of the County is the elected five-member Commissioners Court in accordance with the Texas Constitution, Article 5, Section 18(b). The Commissioners Court consists of the County Judge who is elected at large to a four-year term, and four County Commissioners, each elected to represent a precinct within the County for a four-year term. The Commissioners Court serves as the executive branch of County government and has authority to determine when propositions to issue bonds will be submitted to the voters, amongst many other duties.

Dallas County, Texas (the "County") is soliciting qualifications from experienced law firms to serve as Bond Counsel for the County in connection with the issuance of bonds or other debt obligations. The purpose of this RFQ is to identify qualified candidates who possess the necessary experience, expertise, and capabilities to provide legal services related to the issuance of bonds or debt obligations on behalf of Dallas County.

This RFQ is intended to solicit qualifications and is not an offer or a request for a bid or proposal. The County will review and evaluate the qualifications of the respondents based on the criteria outlined below and select a qualified firm to enter into a contract to provide bond counsel services.

## **II. Scope of Services**

The selected Bond Counsel firm will provide legal services as needed in connection with the issuance of bonds, notes, or other debt instruments by Dallas County. The general scope of services includes, but is not limited to:

1. Legal Advice on Bond Issuances:
  - Providing legal advice on bond and debt issuance structures, ensuring compliance with applicable laws and regulations, and assisting in determining the most appropriate financing method for each issuance.
2. Preparation of Bond Documents:
  - Drafting and reviewing bond-related documents, including bond resolutions, ordinances, legal opinions, and other documents required for bond issuance.
3. Legal Opinions:
  - Rendering legal opinions on the validity of bonds, tax-exempt status (where applicable), and compliance with relevant state and federal laws, including the Internal Revenue Code (IRC).
4. Reviewing and Negotiating Bond-Related Contracts:
  - Assisting with the negotiation and review of bond-related contracts and agreements, such as bond purchase agreements, trust indentures, and other related documents.
5. Closing and Settlement Assistance:
  - Providing legal support for the closing and settlement of bond transactions, ensuring that all legal requirements are met for the successful completion of each issuance.
6. Compliance Advisory:
  - Advising on compliance with all relevant state and federal regulations, including securities laws, tax-exempt bond requirements, and other legal frameworks affecting bond issuance.
7. Ongoing Legal Support:

- Providing ongoing legal advice and support as necessary for matters related to bonds and debt instruments issued by the County, including legal opinions, amendments, or modifications as needed during the life of the bonds.

### **III. Qualifications**

To be considered, firms must demonstrate the following qualifications:

#### **1. Experience in Public Finance and Bond Counsel Services**

- **Minimum Years of Experience:** The firm must have at least four years of experience in providing bond counsel services for public entities such as counties, municipalities, or other governmental agencies of similar size and scope as Dallas County.
- **Public Finance Expertise:** The firm must have significant experience in structuring, drafting, and delivering legal opinions for various types of bond issuances, including general obligation bonds, revenue bonds, and tax-exempt bonds.
- **Texas-Specific Experience:** The firm should demonstrate experience working with Texas public entities, with a thorough understanding of Texas state laws and regulatory requirements for local government bond issuances.

#### **2. Qualifications of Key Personnel**

- **Lead Bond Counsel:** The firm must provide detailed resumes or biographies of the lead bond counsel who will be assigned to Dallas County's account, outlining their experience and expertise in public finance and bond counsel services for local government entities.
- **Supporting Team Members:** The firm should identify additional attorneys, paralegals, or other professionals who will assist in bond issuance processes, including their qualifications and relevant experience.
- **Primary Point of Contact:** The firm should identify a dedicated primary point of contact for day-to-day communications with the County.

#### **3. Knowledge of Relevant Laws and Regulations**

- **State and Federal Legal Knowledge:** The firm must demonstrate a thorough understanding of both Texas state laws and federal regulations governing bond issuance, including compliance with the Internal Revenue Code (IRC), SEC rules, and other regulations that affect tax-exempt bonds.
- **Local Government Practices:** The firm should have specific experience in public finance transactions involving local governments in Texas and familiarity with the unique processes and requirements of Dallas County, including its financing practices for infrastructure and capital projects.

#### **4. Demonstrated Ability to Handle Complex Bond Issuances**

- **Complex Bond Issuances:** The firm should provide examples of at least three (3) prior bond issuances or similar transactions involving local government entities. These examples should highlight the firm's ability to handle complex or large transactions similar to those that Dallas County may undertake.

- **Track Record of Successful Issuances:** The firm must demonstrate a successful history of executing bond transactions, particularly those that involved local governments or counties in Texas, as well as their ability to meet critical deadlines and manage complex legal issues.

**5. References and Past Performance**

- The firm must provide at least three (3) letters of client references, preferably from local government entities, who can speak to the firm’s experience, service quality, and ability to manage bond counsel services effectively. These references should include:
  - The name of the client.
  - The type of bonds issued.
  - A contact person for the reference.
- **Client Satisfaction:** References should be able to attest to the firm’s ability to provide timely, effective legal advice, high-quality documentation, and successful bond issuance processes.

**6. Ability to Provide Timely and Effective Counsel**

- **Response Time:** The firm must demonstrate its capacity to respond quickly and effectively to urgent legal needs, ensuring bond issuance deadlines are met without delays.
- **Proactive Communication:** The firm should show a proven ability to anticipate legal issues or complications and address them proactively, ensuring smooth and timely bond issuance.

**7. Capacity to Handle Multiple Projects**

- The firm must show it has the resources and capacity to handle multiple bond issuances or other legal matters simultaneously, particularly if Dallas County embarks on a series of large or complex projects.
- **Resource Availability:** The firm must demonstrate that it has adequate staffing, support, and the infrastructure necessary to manage its workload without compromising the quality of service provided.

**8. Compliance with Professional Standards**

- **Ethics and Licensing:** The firm must be in good standing with the Texas State Bar and maintain a reputation for adhering to the highest professional and ethical standards.
- **Independence:** The firm must affirm that it is independent from any underwriters, financial advisors, or other third parties involved in the County’s bond transactions, and that it complies

**IV. Evaluation Criteria**

Qualifications shall be evaluated based on the evaluation criteria contained herein. Award recommendation shall be based on the highest ranked respondent(s).

<b>Criteria</b>	<b>Points</b>
Professional Qualifications / Licensed State of Texas / Board Certification	45
Relevant Experience and Expertise	40
SBE	15

Total Points	100
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**V. Qualification Submittal Format**

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

In order to expedite the evaluation and comparison process, County requests that the RFQ be organized in accordance with the format outlined below. Qualifications that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores. A table of contents shall be provided that identifies the consecutive page numbers where to find the various sections included in the qualifications.

1. Cover Letter

The cover letter must be the first document in your submission and should provide a concise introduction to the qualifications you are submitting. It must include the following:

- Respondent Information:
  - Name of the Respondent Firm: Include the complete legal name of the firm submitting the qualifications.
  - Business Address: Full address of the firm’s principal place of business.
  - Contact Information: Include the firm’s telephone number, fax number, and email address for the primary contact at the firm.
- Authorized Representative:
  - The cover letter must be signed by an individual authorized to act on behalf of the firm in all matters related to this RFQ.
  - Include the name, title, and contact information of the authorized signatory.
- Primary Contact Person:
  - Name and Title: Provide the name, title, address, email address, telephone number, and fax number of the person who will serve as the primary point of contact for all future correspondence and communication regarding this RFQ.
  - This individual should be available to answer any questions related to your submission.
- Type of Business Entity:
  - Indicate whether the firm is a corporation, partnership, limited liability company (LLC), or other entity type.
  - If the firm is part of a joint venture or will include subcontractors, clearly identify each entity involved.
- Other Business Entities:
  - If applicable, list the names of any other business entities (e.g., subcontractors, co-counsels) that will be involved in fulfilling the requirements of this RFQ.

2. Executive Summary

The Executive Summary provides an overview of your firm’s qualifications, experience, and approach to meeting the County’s needs. It is crucial for showcasing your firm’s understanding of the scope of services and your ability to meet the requirements. The Executive Summary should include the following:

- Firm Overview:
  - Provide the complete legal name of your firm and the names of any other entities that will be involved in the contract. If your firm operates under different names, include that information as well.
  - Domicile: Indicate where each business entity is legally incorporated or organized, such as the state or country.
  - Firm History: Include a brief history of your firm, including the year of establishment, main areas of practice, and overall capabilities. If your firm has specialized expertise in public finance, specifically bond counsel services, highlight that here.
  - Contact Information: Provide the primary contact person's name, title, address, phone number, and email address for inquiries related to this RFQ.
- Capabilities of the Firm's Team:
  - Describe the qualifications, capabilities, and expertise of your firm's team, including any relevant experience in public finance and bond counsel services for public entities.
  - If applicable, describe the capabilities of subcontractors or partners who will be contributing to the project and how they complement your firm's services.
  - Key Personnel: Provide an overview of the key personnel who will work on the project and their roles in the team (e.g., lead bond counsel, associates, paralegals).
- Commitment to Meeting County Needs:
  - Summarize your firm's commitment to meeting the County's needs and objectives outlined in the RFQ, including your approach to ensuring the successful delivery of bond counsel services.

### 3. Professional Qualifications / Licensed in State of Texas

This section demonstrates your firm's professional qualifications to meet the County's requirements. Provide the following:

- Firm's Experience:
  - Outline your firm's relevant experience in providing bond counsel services, with specific focus on public finance and bond issuance for local governments, counties, municipalities, or similar public entities.
  - Include a record of your firm's performance, specifically highlighting examples of successful bond issuances you have handled in the past. Emphasize your firm's understanding of the legal complexities involved in issuing bonds for public entities.
- Licensing and Certification:
  - Texas State Bar: Provide confirmation that your firm and the personnel involved are licensed and in good standing with the Texas State Bar. This is a critical requirement for bond counsel services in Texas.
  - Board Certifications: If applicable, include any board certifications in public finance or related areas of law for key personnel.
- Reliability and Timeliness:
  - Demonstrate the firm's reliability in completing projects within agreed timelines. Provide evidence of your ability to deliver high-quality services on time, especially in regard to meeting tight deadlines for bond issuances.
- Key Personnel Availability:
  - Confirm the availability of your lead counsel and key staff to work on Dallas County matters. This is particularly important if your firm is engaged in multiple ongoing projects.

#### 4. Experience

This section highlights your firm's specific experience in similar work and provides references to demonstrate the qualifications discussed above. Include:

- **Examples of Prior Work:**
  - Provide detailed examples of at least three (3) prior bond issuances or similar projects where your firm served as bond counsel for local governments or similar public entities. The examples should include:
    - **Client Name:** The name of the governmental entity.
    - **Type of Issuance:** General obligation bonds, revenue bonds, or other types of debt instruments issued.
    - **Scope of Work:** A brief description of the services your firm provided and the role it played in the issuance process.
    - **Outcome:** The result of the transaction, including any challenges overcome and successes achieved.
- **Relevance to Dallas County:**
  - Provide explanations of how these examples align with the services Dallas County requires, specifically in terms of the complexity of the bond issuance, the types of bonds involved, and your firm's capacity to handle similar transactions.
- **Client References:**
  - Provide at least three (3) client references, preferably from local government entities, who can speak to your firm's performance in bond counsel services. Each reference should include:
    - **Client Name and Contact Information.**
    - A brief description of the project or bond issuance for which your firm provided services.
    - Testimonial or recommendation regarding the quality and timeliness of services provided.

#### 5. Organizational Capacity

This section demonstrates your firm's ability to handle the County's needs effectively, especially in the event of multiple or simultaneous projects.

- **Resource Availability:**
  - Detail your firm's capacity and staffing resources to manage Dallas County's bond counsel needs over time, including the firm's capability to handle multiple, complex bond issuance projects.
- **Support Infrastructure:**
  - Explain your firm's support infrastructure, such as paralegals, junior attorneys, and administrative personnel, who will assist in the process, ensuring that projects run smoothly, and deadlines are met.
- **Workload Management:**
  - Describe how your firm manages its workload, particularly when handling multiple engagements for different public entities simultaneously, ensuring no conflicts or delays in service delivery.

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

### VI. Pre-Qualification Meeting

During the solicitation process respondents are required to limit their communication regarding this project to the Buyer referenced herein. A pre-qualification 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-qualification meeting will be the only time when respondent and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be address through the County's purchasing platform, <https://www.bidnetdirect.com/texas/dallas-county>, to the assigned Buyer. The County will respond to all questions by way of addendum which will be posted as part of the solicitation. The County, its agents, and employees shall not be responsible for any information given by way of verbal communication.

Pre-qualification conference **4/2/2025 at 10 a.m./p.m. (CST)**, the pre-qualification meeting will be conducted through a conference call.

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Phone conference ID: 207 609 164#

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The deadline for the submission of questions is on **4/9/25 at 2:00 p.m. (CST)** through Bidnet.

### VII. Term and Commencement Date

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

### VIII. 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. The county reserves the right to reject any or all qualifications and to waive minor irregularities or



discrepancies in any solicitation response as may be in the best interest of the County. Late responses will not be considered for the award.

### **IX. Opening of Qualifications**

Qualification reading shall be conducted: 5/1/25 at 2:30pm (CST) on the day the qualifications are due. The reading will be conducted via a live meeting online at [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NGMyoDcxNTItMzRhMi00NjU3LWl5NDAtMWUxYWJlZDg3OGVI%40thread.v2/0?context=%7B%22Tid%22%3A%2251adcfad-72f1-479c-b28f-52412e04014b%22%2C%22Oid%22%3A%22dc94b7d2-ce5b-456d-9ec6-391faa5311ac%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&bttype=a&role=a](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGMyoDcxNTItMzRhMi00NjU3LWl5NDAtMWUxYWJlZDg3OGVI%40thread.v2/0?context=%7B%22Tid%22%3A%2251adcfad-72f1-479c-b28f-52412e04014b%22%2C%22Oid%22%3A%22dc94b7d2-ce5b-456d-9ec6-391faa5311ac%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&bttype=a&role=a). Qualifications will be publicly opened in compliance with public solicitation opening statutory requirements.

Respondent names will be publicly read aloud. It is the responsibility of the respondent to clearly mark and identify all portions of the qualification, which, in the respondent's opinion, contain trade secrets, confidential information and other proprietary information. All qualifications are subject to the Texas Open Records Act process.

### **X. Additional Questions and Answers During and/or After the Pre-Qualification Conference**

Firms will be required to submit additional questions presented at the pre-qualification and/or after the conference. All additional questions must be received by 4/9/25 at 2pm (CST)

All questions and responses will be posted to the County's website in the manner as previously stated herein. Dallas County reserves the right to reject/not respond to any questions received after the deadline date.

### **XI. Qualification Submittal and Exception Requirements**

1. The County will review qualifications complying with the due date and time to determine whether qualifications are responsive and responsible and whether the qualifications meet minimum requirements.
2. The County may conduct all necessary inquiries or investigations, including but not limited to, contacting references to verify the statements, documents, and information submitted in connection with the qualification.
3. Please be aware that Dallas County may use sources of information not supplied by the respondent concerning the abilities to perform this work or meet the minimum requirements. Such sources may include current or past customers of the organization; current or past suppliers; articles from industry newsletters or other publications or from non-published sources made available to Dallas County.

### **XII. Communication**

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

All questions regarding this solicitation are to be submitted in writing to **Suman Verma**, Dallas County Purchasing Department via **Bidnet** <https://www.bidnetdirect.com/texas/dallas-county>, the County's procurement platform. If the respondent does not have access to the County's solicitation platform, the respondent may submit their questions in writing via email to [Suman.Verma@dallascounty.org](mailto:Suman.Verma@dallascounty.org). Please reference the qualification 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 RFQ 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 RFQ Addendums to this RFQ can be located at the following web address: <http://www.dallascounty.org/department/purchasing/currentbids.php> (go to the appropriate RFQ #, click on the appropriate hyperlink for viewing and/or downloading.)**

### **XIII. Review of Qualification**

All qualifications 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.

Qualifications that do not conform to the instructions or which do not address all the services specified may be eliminated from consideration. However, Dallas County reserves the right to accept such a qualification 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 respondent. The qualification response may be incorporated into any contract which results from this RFQ, and respondents are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the respondent to meet such claims will result in a requirement that the respondent provide resources necessary to meet submitted claims.

Dallas County Purchasing may initiate discussions with selected respondents; however, discussions may not be initiated by respondent(s). Dallas County Purchasing expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Respondent shall not contact any Dallas County personnel during the RFQ 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 RFQ, 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 RFQ shall be coordinated by Dallas County Purchasing.

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

#### **XIV. 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 coverage, 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. Contractor shall, at Contractor's sole cost and expense and throughout the entire term of this agreement, maintain a policy (or policies) of professional malpractice liability insurance in a minimum amount of \$1,000,000 per occurrence, \$3,000,000 annual aggregate, to cover any loss, liability or damage alleged to have been committed by contractor, or contractor's agents, servants, employees, affiliates, independent contractors and/or subcontractors. In addition, the contractor shall, following the termination date of the foregoing policy, maintain "tail coverage" or an extended reporting period with the same limits until the statutory time limits have expired.

- 1.2. 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.

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

- 1.3. 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.

- 1.4. 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.

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

- 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 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.

## **XV. Discussion With Reasonably Qualified Respondents**

The County reserves the right to engage in discussions or conduct interviews, either oral or written, with the respondent 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 qualification 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 RFQ.

After the most advantageous respondent(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 respondent and begin Contract negotiations with the next highest ranked respondent. This process may continue until either both the respondent and Commissioner's Court executes a completed Contract, or the Procurement Department determines that no acceptable alternative qualification exists.

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

#### **XVI. Rejection or Acceptance of Qualifications**

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

#### **XVII. Late and Withdrawn Qualifications**

All qualifications must be submitted no later than the qualification due date and time established by this solicitation. Qualifications arriving after the due date and time will not be accepted. Late qualifications delivered by carrier will be return to the respondent unopened.

A respondent has the right to withdraw their qualification prior to the qualification due date and time, thereafter, the respondent shall submit a formal request to the Dallas County Purchasing Agent requesting to withdraw their qualification.

#### **XVIII. 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 qualification 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 responses "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 qualification, 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.

### **XIX. Disqualification Of Respondents**

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

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

### **XX. Permits Required by Law**

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

### **XXI. Records and Audit**

The Respondent 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.

### **XXII. Assignment of Contract**

The Respondent 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 Respondent 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 Respondent shall therein cease and terminate, and the Respondent shall be declared in default.

### **XXIII. Default by Respondent**

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

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

In the event a default occurs, the Director shall give the Respondent 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 Respondent shall vacate the facility, if applicable, and shall have no right to further operate under the Contract.

The Respondent, 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.

#### **XXIV. Termination**

The County may terminate this agreement in whole or in part by giving thirty days written notice thereof to Respondent. The County will compensate Respondent 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.

#### **XXV. Miscellaneous**

1. After executing the Contract, no consideration will be given to any claim of misunderstanding.
2. Respondent shall submit with the qualification, the required respondent's qualification statement with supporting information as stated herein along with all other supporting documentation requested.
3. Respondents shall thoroughly familiarize themselves with the provisions of the Scope of Work and the Facilities.
4. The County reserves the right to reject all responses and to waive any minor irregularities.
5. A qualification may be disqualified if the corporation or individual respondent 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, Respondents may be disqualified for poor prior performance on similar Contracts with other entities.
6. The Contract with the Respondent 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 Respondent agrees to abide by the rules and regulations as prescribed herein. The Respondent 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.

## **XXVI. Indemnity**

The selected proffer 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 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 respondent (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.

## **XXVII. Selection Process**

The internal team will evaluate all qualifications received in response to this RFQ. After reviewing the qualification submissions, consultants may be selected for in-person interviews/oral presentations. From those presentations and possible interviews, the qualifications 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.

## **XXVIII. Development Costs**

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

## **XXIX. Contract Award**

Upon selection of a successful respondent, the County and the respondent will negotiate a final contract, based on the terms outlined in this RFQ. By submitting qualification, the respondent agrees to be bound by these terms and conditions unless otherwise noted in the Submittal. The final contract is subject to County Council approval.

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

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

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

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

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

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

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

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

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

Definitions:

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

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

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

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

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

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

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

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

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

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

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

### **XXXI. 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.

**Solicitation Number No.: 2025-032-7057**  
**Project Title: Bond Counsel**

**Pre-Qualification Meeting Date: April 02, 2025**  
**Qualification Due Date: May 1, 2025**