

Notice

Basic Information

Reference Number 0000419081
Issuing Organization Dallas County
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 2026-024-7109
Title Beverage, Snack, and Food Vending Machine Services
Source ID PU.AG.USA.2438.C20523701
Piggyback Solicitation No

Details

Location Dallas County, Texas
Purchase Type Duration:5 years
Description This Request for Proposals (RFP) is being conducted pursuant to the Dallas County Code of Purchasing Requirements. Dallas County (the County) is soliciting Proposals from firms that are interested, qualified, and experienced in providing beverage, snack, and food vending services for County facilities.

The County currently operates approximately 27 buildings, each consisting of multiple floors, and supports an estimated workforce of approximately 8,182 employees, in addition to serving an average of 2,600 jurors per week. These populations represent the primary users of vending services and reflect the anticipated demand vendors should be prepared to accommodate. Vendors should expect a diverse range of facility types, building sizes, traffic levels, and service needs throughout County locations.

The purpose of this RFP is to identify one or more vendors capable of delivering reliable, high-quality vending services that meet the operational needs of the County while ensuring accessibility and convenience for employees, jurors, and visitors. The County reserves the right to award contracts to multiple vendors as deemed in its best interest.

*****BID READING*****

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWFmN2YZOTctOTUxYS00MTk2LThlMmUtYTizNzBINzI4YZA5%40thread.v2/0?context=%7B%22Tid%22%3A%2251adcfad-72f1-479c-b28f-52412e04014b%22%2C%22Oid%22%3A%22f4fb30c2-bb8b-428a-8d86-8365dbdb061f%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&btype=a&role=a

Dates

Publication 04/09/2026 03:33 PM CDT
Question Acceptance Deadline 05/07/2026 04:00 PM CDT
Questions are submitted online Yes
Closing Date 05/21/2026 02:00 PM CDT

Prebid Conference 04/22/2026 11:00 AM CDT

Contact Information

Paige Robinson
214-653-2873
Paige.Robinson@dallascounty.org

Kimberly Gould
214-653-7580
kimberly.gould@dallascounty.org

Buyer Preferences, Guidelines & Requirements

Participation Requirements
- Small Business Participation

General Requirements
- FOB Destination

Award Requirements

- Reserve Rights to Award by Line Item

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended
Event date 04/22/2026 11:00 AM CDT
Location MS Teams
Event Note

Microsoft Teams meeting
 Join: <https://teams.microsoft.com/meet/249787457329046?p=VQNmqsa6Y4Npv6U4LX>
 Meeting ID: 249 787 457 329 046
 Passcode: hv9RY6QM

Need help? | System reference
 Dial in by phone
 +1 469-208-1731,,294488495# United States, Carrollton
 Find a local number
 Phone conference ID: 294 488 495#
 For organizers: Meeting options | Reset dial-in PIN

Bid Submission Process

Bid Submission Type Electronic or Physical Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

Item Name	Description	Mandatory	Limited to 1 file
Bid Documents	Documents defining the proposal	Yes	No
Tax Document	W-9	No	No
Appendix	Appendices 1-5, Please refer to attachment	Yes	No
SBE	Small Business Enterprises Documents	Yes	No

Additional Bidding Instructions Please contact Paige Robinson with any questions.
 Paige.Robinson@dallascounty.org or 214-653-2873

Documents

Documents

Document	Size	Uploaded Date	Language
RFP Terms and conditions .pdf [pdf]	174 Kb	12/19/2024 11:16 AM CST	English
SBE_Language_for_RFP_02.2024_ATTACHMENT_S.pdf [pdf]	540 Kb	12/19/2024 11:17 AM CST	English
2026-024-7109 RFP Beverage, Snack, and Food Vending Machine Services.pdf [pdf]	644 Kb	04/09/2026 02:29 PM CDT	English
Attachment A.xlsx [xlsx]	18 Kb	04/09/2026 02:38 PM CDT	English
Attachments and Appendices.pdf [pdf]	3 Mb	04/09/2026 03:19 PM CDT	English
Attachments and Appendices-Pricing.xlsx [xlsx]	12 Kb	04/09/2026 03:32 PM CDT	English

Categories

Selected Categories

NIGP Categories (3)	
165	CAFETERIA AND KITCHEN EQUIPMENT, COMMERCIAL
16592	Vending Machines, Non-Refrigerated (Snacks, Laundry items, Candy, Cigarettes, etc.) Vending Machines, Non-Refrigerated (Snacks, Laundry items, Candy, Cigarettes, etc.)
931	EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR APPLIANCE, ATHLETIC, CAFETERIA, FURNITURE, MUSICAL INSTRUMENTS, AND SEWING EQUIPMENT
93188	Vending Machine Maintenance, Repair, Installation or Removal (Includes Lottery Vending Machines) Vending Machine Maintenance, Repair, Installation or Removal (Includes Lottery Vending Machines)
740	REFRIGERATION EQUIPMENT AND ACCESSORIES
74085	Vending Machines, Refrigerated (Food, Beverages, Sundries, etc.) Vending Machines, Refrigerated (Food, Beverages, Sundries, etc.)

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Courtesy Email

Sent using email addresses

harold.perry@kdrp.com;josh.markham@compass-usa.com;michael.harrington@compass-usa.com;shawn.grider@compass-usa.com;spencer.houghtaling@compass-usa.com;trudy.bullard@compass-usa.com

RFP TERMS AND CONDITIONS

INCORPORATION OF PROPOSAL INTO THE CONTRACT

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

ENTIRE AGREEMENT

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

a) **BINDING EFFECT**

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

b) **FORMAL REQUIREMENTS CONTRACT NECESSARY**

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

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

c) **ORDER OF PRECEDENCE**

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

d) **FORCE MAJEURE**

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

e) FAIR LABOR STANDARDS

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

CONTRACT TERM

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

ACCEPTANCE – REJECTION

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

COMPLIANCE WITH LAWS AND VENUE JURISDICTION

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

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

FISCAL FUNDING

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

BEST PRICE IN THE COUNTY

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

PERMITS AND LICENSES

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

INDEMNIFICATION

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

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

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

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

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

TAXES

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

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

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

SALARIES AND EXPENSES RELATING TO THE SUCCESSFUL PROPOSERS EMPLOYEES

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

WITHHOLDING/RETURN OF PAYMENT

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

PAYMENT TERMS

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

ASSIGNMENT

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

AMENDMENTS AND CHANGES IN THE LAW

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

NOTICES

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

INDEPENDENT CONTRACTOR

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

SUBCONTRACTING

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

LITIGATION

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

SOVEREIGN IMMUNITY

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

DEFAULT/CUMULATIVE RIGHTS/MITIGATION

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

LIABILITY FOR LOSS OF INFORMATION

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

TERMINATION FOR CONVENIENCE

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

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

TERMINATION FOR INSOLVENCY

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

TERMINATION FOR DEFAULT

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

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

TERMINATION FOR NON PERFORMANCE

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

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

MONETARY RESTITUTION

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

SEVERABILITY

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

PROPOSER'S PROFESSIONAL WARRANTIES

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

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

ASSURANCES

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

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

RECORD KEEPING AND AUDIT

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

AVAILABILITY AND RETENTION OF RECORDS

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

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

ADEQUACY OF RECORDS

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

AUDIT DISALLOWANCE

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

CONFLICT OF INTEREST

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

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

ANTI-KICKBACK CLAUSE

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

POLITICAL ACTIVITY PROHIBITED

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

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

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

COLLUSION

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

NEPOTISM

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

NON-DISCRIMINATION/AFFIRMATIVE ACTION

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

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

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

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

SECTARIAN ACTIVITY

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

FEDERAL DEBARRED VENDORS

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

DISCLOSURE FORM CIQ

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

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

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

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

AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS

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

USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS

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

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

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

COUNTERPARTS, NUMBER/GENDER AND HEADINGS

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

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

RFP

ATTACHMENT S
SBE PROGRAM AND FORMS



SBE LANGUAGE FOR RFP SOLICITATIONS

REQUEST FOR PROPOSAL (RFP)

7.0 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

7.1. Definitions.

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

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

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

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

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

7.2 SBE Goals, Good Faith Efforts and Eligibility.

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

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

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

7.3 SBE Scoring

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

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

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

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

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

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

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

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

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

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

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

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

**MANDATORY
SBE SOLICITATION ATTACHMENTS**



SMALL BUSINESS UTILIZATION AFFIDAVIT

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

Small Business Enterprise Participation Goals

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

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

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

Solicitation Number: _____

Company Name: _____

Typed or Printed Name of Certifying Official of Company

Date

Signature of Certifying Official of Company

Title



Small Business Enterprise Program Utilization Form

Solicitation/Project Name: _____ Solicitation #: _____

Firm Name: _____ Firm Phone # _____

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

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

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

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

Utilization Plan

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

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



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

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

For Use by SBE Office Only

SBE Compliance Officer: _____ Date: _____

SBE Notes:



Good Faith Efforts Form

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

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

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

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

Vendor List Accessed	Date of Access

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

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

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



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



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 2 columns: Chamber/Advocacy group, 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.



REQUEST FOR PROPOSAL
2026-024-7109 Beverage, Snack, and Food Vending Machine Services

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I. Intent

It is the intent of Dallas County to issue a Request for Proposals (RFP) for vending machine services for County-wide use for a five-year term. The RFP will solicit qualified vendors to provide, install, operate, maintain, and service vending machines at designated County facilities, in accordance with County requirements and applicable regulations.

II. Background

This Request for Proposals (RFP) is being conducted pursuant to the Dallas County Code of Purchasing Requirements. Dallas County (the County) is soliciting Proposals from firms that are interested, qualified, and experienced in providing beverage, snack, and food vending services for County facilities.

The County currently operates approximately 27 buildings, each consisting of multiple floors, and supports an estimated workforce of approximately 8,182 employees, in addition to serving an average of 2,600 jurors per week. These populations represent the primary users of vending services and reflect the anticipated demand vendors should be prepared to accommodate. Vendors should expect a diverse range of facility types, building sizes, traffic levels, and service needs throughout County locations.

The purpose of this RFP is to identify vendors capable of delivering reliable, high-quality vending services that meet the operational needs of the County while ensuring accessibility and convenience for employees, jurors, and visitors. The County reserves the right to award contracts to multiple vendors as deemed in its best interest.

III. Scope of Work

The Contractor shall provide comprehensive, full-service vending machine services for facilities owned or leased by Dallas County. Services shall include, but are not limited to, the furnishing, installation, operation, stocking, sanitation, monitoring, maintenance, repair, and removal of vending machines and all related equipment.

The Contractor shall be solely responsible for the condition, functionality, and day-to-day operation of all vending machines and associated equipment. Responsibilities include timely restocking, preventative maintenance, repairs, and replacement as necessary to ensure continuous and reliable service. The contractor shall ensure that vending machines maintain an aggregate fill rate of ninety-five percent (95%) or greater.

All services shall be performed in accordance with the terms and conditions of this Agreement and in full compliance with all applicable federal, state, and local laws, regulations, codes, and standards. The Contractor shall coordinate all activities with designated County points of contact and perform services in a manner that minimizes disruption to County operations and facilities.

IV. Mandatory Requirements

The following requirements apply throughout the term of the contract, including any renewals or extensions:

Proposer must have a minimum of three (3) consecutive years of experience within the last five (5) years providing vending machine services of similar size and scope.

The Contractor shall be solely responsible for furnishing, providing, and assuming all costs associated with the performance of the services under this Agreement. Such responsibilities include, but are not limited to, service, supervision, labor, personnel, customer service, beverages, snacks, food, supplies, materials, machines, equipment, operation, maintenance, installation and removal, support, scheduling, planning, documentation, reporting, and professional services.

The Contractor shall further be responsible for the payment of all fees, expenses, taxes, wages, salaries, benefits, fines, penalties, deductions, insurance, bonds, permits, licenses, transportation costs, tolls, mileage, trip charges, travel time, and all other costs necessary or incidental to the satisfactory performance and acceptance of the Scope of Work described herein. This contract shall not include or require any expenditure of funds by Dallas County.

The County makes no guarantees regarding the amount of sales or products sold that the awarded Contractor(s) may realize during the term of the Agreement. The County will not consider any proposal that requires a minimum volume of product sales or guarantees a minimum amount of revenue.

The County makes no representation regarding the continuation of operations at any facility or the number of vending machines at any location. The County reserves the right to discontinue existing locations, add new facilities, or add or remove machines at facilities as determined to be in the County's best interest. The number, type, and location of snack and beverage vending machines shall be determined solely by the County.

The County reserves the right to alter vending machine locations at any time. The Contractor shall be responsible for the relocation or removal of machines as directed by the County, at the Contractor's sole cost and expense.

The Contractor shall designate one (1) Account Manager for the duration of the contract term to serve as the primary point of contact for all contract-related matters. The Account Manager's contact information, including cell phone number and email address, shall be provided to the County's Contracts Manager. This individual shall serve as the liaison between the County and the Contractor. The County reserves the right, for reasonable cause, to request a change in the designated Account Manager at any time.

At least seventy-five percent (75%) of all food and beverages sold through vending machines located on property owned or leased by Dallas County must meet minimum nutrition and procurement standards consistent with the American Heart Association (AHA) Healthy Workplace Food and Beverage guidelines. A County staff designee shall be responsible for monitoring compliance with this requirement.

V. Vending Machine Requirements

All vending machines and equipment installed at Dallas County facilities shall be new or in like-new condition and acceptable to the County. Machines shall be designed, constructed, installed, grounded, and operated in compliance with all applicable local, state, and national codes and regulations, including FDA caloric disclosure requirements. Machines shall be of appropriate size and type, installed in a non-obtrusive manner, and shall not obstruct foot traffic, emergency exits, or access areas. Machines shall be secured to prevent tipping, rocking, or movement and shall not cause seepage or debris accumulation underneath.

All vending machines and equipment shall be owned by the Contractor, and title shall remain with the Contractor at all times. Dallas County shall not lease, rent, or purchase any vending machines or ancillary equipment.

All machines shall be equipped with non-resettable meters capable of accurately recording all sales for audit purposes. Machines shall be capable of vending products at multiple price points and shall maintain cumulative transaction readings of all money accepted. Machines shall not be set to forced vend and must provide immediate refunds when products are unavailable.

Machines shall be equipped with bill validators and multi-coin mechanisms, including change return, slug rejection, and coin return features. Machines located at designated facilities, including the Records Building, Frank Crowley Courts Building, and George Allen Courts Building, shall accept standard credit and debit cards, including chip-enabled cards. All sites are required to have card readers installed.

All vending machines and equipment shall meet American with Disabilities Act (ADA) accessibility requirements and shall be suitable for operation within existing building layouts, utilities, and outlet locations. All electrically operated machines shall include thermal overload protection and required safety devices and shall be listed by Underwriters' Laboratories (UL). All machines shall comply with standards of the National Sanitation Foundation (NSF) and/or the National Automatic Merchandising Association (NAMA), as well as all applicable federal, state, and local regulatory agencies.

Energy efficiency is required for all vending machines and equipment. Machines shall either bear an Energy Star® label (or equivalent) or utilize approved energy-saving devices or technology to reduce energy consumption. The Contractor shall bear all costs associated with energy-efficient equipment and devices. No machine that fails to meet energy efficiency requirements shall be installed.

Machines shall be attractive, clean, sanitary, and maintained in orderly condition at all times. The County reserves the right to require the repair, replacement, or removal of any machine exhibiting rust, damage, deterioration, excessive malfunction, or unacceptable appearance. The County shall specify a reasonable timeframe for corrective action. Machines shall be kept free of insects, pests, and contaminants, and the Contractor shall reimburse affected locations for any contaminated items.

Each vending machine shall display a permanently affixed, unique identification number visible on the front exterior. The Contractor shall maintain and provide to the County an updated inventory list identifying machine serial numbers, assigned control numbers, and locations, including all additions, removals, and relocations.

The Contractor shall affix prominent notices on each machine providing instructions for use, reporting malfunctions, and requesting refunds. No signage shall be placed on County property or adjacent surfaces without prior written approval, except for product-related signage on vending machines.

All vending machines and equipment, contents, and sales proceeds shall remain the property of the Contractor. Dallas County shall not be responsible for loss, damage, spoilage, or theft due to fire, vandalism, power interruption, or any other cause.

The Contractor shall be solely responsible for all costs associated with the installation, relocation, and removal of vending machines and related equipment. The Contractor shall be liable for any damage to Dallas County property resulting from installation, relocation, or removal activities.

All installation and removal of vending machines/equipment shall be coordinated by the Contractor at no cost to Dallas County. Initial installation shall be completed with minimal interruption to service, and all equipment shall be installed and fully operational no later than thirty (30) calendar days following contract award. The transition between service providers shall be transparent to Dallas County and shall not disrupt vending services.

All equipment shall be installed in accordance with manufacturer recommendations and all applicable federal, state, and local laws, regulations, and codes.

The Contractor shall be prepared to install or remove vending machines/equipment at the request of the Contract Administrator.

The Contractor may provide a professional assessment regarding the suitability of a facility to support vending operations; however, the Contract Administrator shall retain final decision-making authority. In the event of a disagreement, the Contractor may appeal to the Director of Facilities Management, whose decision shall be final and binding.

The Contractor may be required to provide additional vending machines/equipment or to delete, remove, relocate, or change machines on a temporary or permanent basis at no cost to Dallas County. Dallas County reserves the sole right to add, delete, relocate, or modify the number and type of vending machines/equipment at any location, building, or facility. No vending machines/equipment shall be added or removed without prior written approval from Dallas County. Any unauthorized changes shall be made at the Contractor's sole risk and expense.

The Contractor may request permission from Dallas County Facilities Management to add or remove machines from approved locations. Each request must include supporting information and justification. Facilities Management shall determine whether to approve or deny the request, and the Contractor shall comply with the decision.

Upon expiration or termination of the contract for any reason, the Contractor shall remove all vending machines, equipment, goods, and chattels from Dallas County buildings, facilities, and properties. Any equipment not removed within ten (10) calendar days of expiration or termination shall be deemed abandoned and shall become the property of Dallas County.

The Contractor shall be responsible for the delivery of products and stocking of vending machines. Commission rates shall reflect that all operating costs, including labor and servicing, are recovered through vending prices.

The Contractor shall always maintain adequate stock levels for all products offered in vending machines/equipment. Machines shall be serviced and stocked according to a schedule that ensures products do not expire and machines do not become empty.

Vending machines/equipment shall be serviced and filled no less than once per week. Machines located in secured locations, such as detention or jail facilities used by employees only, shall be serviced a minimum of two (2) times per week, with additional service provided as necessary based on demand.

Machines shall maintain an aggregate fill rate of at least eighty-five percent (85%).

The Contractor shall provide trained, experienced route service and sales personnel with the knowledge, skills, and abilities necessary to provide efficient and effective vending services.

All Contractor personnel working on County premises shall comply with County standards of conduct, appearance, service, and integrity. Personnel shall be prompt, efficient, courteous, and shall avoid interference with County operations.

Contractor personnel shall comply with all County rules, regulations, policies, and procedures related to parking, security, access, and personal behavior.

While on County premises, Contractor personnel shall wear distinctive uniforms displaying the company name and shall have visible identification, such as name badges. Personnel shall maintain a neat and professional appearance while servicing, repairing, or restocking machines.

The Contractor shall dispose of internal waste daily and maintain vending machines in compliance with all applicable federal, state, and local health and sanitation laws and regulations. The Contractor shall ensure cleanliness and sanitation in all vending areas.

Contractor personnel shall exercise reasonable care and precaution while on Dallas County-owned or leased properties. Any personal injury or physical damage involving Contractor personnel shall be reported immediately to Dallas County Marshal Services at 214-653-7000.

The Contractor shall maintain the capability to provide timely, professional maintenance and repair services for all vending machines and equipment installed at Dallas County facilities.

The Contractor must maintain a regional service facility capable of repairing, servicing, and supporting vending machines and equipment located within Dallas County.

All unscheduled service or repair requests shall be answered and a technician dispatched within four (4) hours during normal business hours, Monday through Friday, 7:00 a.m. to 3:30 p.m. If a repair is expected to exceed two (2) working days, the Contractor shall, upon request by the County, provide a replacement or loaner unit of equivalent capabilities.

Dallas County retains sole authority to determine the suitability of any vending machine or equipment. Any machine deemed unsuitable by the County shall be repaired or replaced within two (2) business days, unless the County approves an adjusted timeframe.

Repairs and maintenance shall be performed on-site whenever possible during the following service hours:

- Monday through Friday: 7:00 a.m. to 3:30 p.m.
- Saturday: 8:00 a.m. to 12:00 noon

If equipment must be removed from the site for repair, the Contractor shall generally complete repairs within two (2) working days. If repairs require additional time, a loaner unit of equivalent capabilities shall be provided upon County request.

The Contractor shall obtain prior permission from the County point of contact before entering offices or secured locations and shall coordinate all service activities with the site Contract Administrator.

Upon completion of each service visit, the Contractor shall provide a written service call report to the site Contract Administrator or designee detailing the work performed.

The Contractor shall maintain records of all service calls and their final disposition and shall make such records available to the County within one (1) business day upon request.

Upon completion of service, the Contractor shall clean the immediate work area and any surrounding areas affected by the repair or maintenance activity.

Any personal injury or damage to Dallas County property involving Contractor personnel shall be reported immediately to Dallas County Marshal Services at 214-653-7000.

The Contractor shall designate a dedicated Account Manager responsible for communication with County staff, quality of service, supervision of personnel, and resolution of issues. The Account Manager must be reachable by direct telephone and email during normal business hours. Answering services or voicemail-only contact are not acceptable.

An escalation matrix shall be provided and utilized if the Account Manager is unavailable or unable to resolve an issue to the County's satisfaction. Any changes to the escalation matrix must be submitted promptly to the Contract Administrator.

VI. Sanitation, Maintenance, and Inspections

The Contractor shall be responsible for routine sanitation, maintenance, and inspections to ensure safe and proper operation. Machines shall be pulled out and thoroughly cleaned underneath, behind, above, and around at least every six (6) months or upon County request. Dallas County reserves the right to inspect machines and surrounding areas at any time. The Contractor shall respond within four (4) hours to correct any condition posing an immediate health or safety risk.

VII. Product Selection and Nutritional Standards

The County shall retain final approval authority over all products offered. Products shall primarily consist of nationally recognized brand names of first quality and shall comply with American Heart Association (AHA) Healthy Workplace Food and Beverage guidelines. At least seventy-five percent (75%) of all food and beverage items shall meet applicable nutrition and procurement standards.

All vending products shall be prepackaged, properly labeled, and comply with USDA competitive food regulations. Alcohol and tobacco products are strictly prohibited.

Products offered at juvenile facilities shall comply with all Texas Department of Agriculture regulations governing school nutrition standards, including restrictions on sugary carbonated beverages and portion sizes, and encouragement of water and 100% fruit or vegetable juice.

All products shall display manufacturer expiration, sell-by, or use-by dates and ingredient labeling as required by the Food and Drug Administration (FDA). The Contractor shall ensure that all food and beverage products are fit for human consumption and comply with all sanitation, handling, storage, transportation, and dispensing regulations. Expired, outdated, stale, or damaged products shall be promptly removed and replaced at no cost to the County.

The Contractor shall establish and maintain a regular service schedule to ensure machines are adequately stocked, products are fresh, and inventory is replenished no less than twice per month or as demand requires. The Contractor shall adjust product offerings based on customer demand and County direction. A comprehensive price list shall be provided, identifying all available products by manufacturer name. Product mixes may vary by location and shall be mutually agreed upon by the Contractor and the County.

VIII. Pricing and Commission Options

Contractors shall propose a commission-based pricing structure and a low-price structure. Under the commission-based structure, the Contractor shall pay the County a monthly commission based on gross sales for each vending machine.

The County reserves the right to convert non-commission machines to commission-based machines at any time during the term of the Agreement.

The Contractor shall pay Dallas County monthly commission payments based on gross sales. Commission payments shall be remitted on or before the tenth (10th) day of the month immediately following the month in which the commission was earned. All commission payments shall be made payable to “Dallas County” and mailed or delivered to:

Dallas County Purchasing Department

Attn: Purchasing Agent
500 Elm Street, Suite 5500
Dallas, Texas 75202

Commission payments shall be made by company check or bank check. If a commission payment is returned for insufficient funds, the Contractor shall provide a cashier’s or certified check for the correct commission amount and reimburse Dallas County for any associated bank fees. Dallas County reserves the right to require all future commission payments to be made by cashier’s or certified check.

IX. Security Deposit

The Contractor shall, at all times, maintain sufficient inventory to ensure ample stock of all products dispensed and sold through vending machines and equipment within ten (10) calendar days following execution of the contract.

The Contractor shall provide Dallas County with a security deposit in the amount of five thousand dollars (\$5,000.00) in the form of a certified or cashier’s check (“Security Deposit”). The Security Deposit shall serve as security for the Contractor’s performance of the contract and payment of any commissions or other amounts due under the Agreement. The Security Deposit shall not accrue interest.

The Security Deposit shall be unconditionally available to Dallas County to remedy any default or breach of the Agreement by the Contractor. At the sole discretion of Dallas County, claims may be made against the Security Deposit for, including but not limited to, failure to make timely commission payments; failure to pay other amounts due under the Agreement; damage to or loss of County property caused by the Contractor, its officers, employees, agents, or invitees; costs incurred by the County for removal of Contractor-owned equipment or property if not promptly removed upon expiration or termination of the Agreement; and costs incurred if the Contractor fails to leave County buildings, facilities, or properties in satisfactory condition following expiration or termination.

Any claim made by Dallas County against the Security Deposit shall not constitute a waiver of the Contractor's default. At its sole discretion, Dallas County may elect to waive a default in writing. Dallas County shall have no obligation to provide advance notice prior to drawing upon the Security Deposit. Upon written notice that a claim has been made and the amount thereof, the Contractor shall, within ten (10) calendar days of receipt of such notice, restore the Security Deposit to its full amount. Upon expiration or termination of the Agreement, Dallas County shall return to the Contractor any remaining portion of the Security Deposit after deduction of amounts authorized under the Agreement or by law.

The Security Deposit shall be made payable to "Dallas County" and delivered or mailed to the Dallas County Purchasing Department, Attention: Purchasing Agent, 500 Elm Street, Suite 5500, Dallas, Texas 75202.

The Contractor shall remit commission payments to Dallas County on a monthly basis, based on gross sales. Monthly commission payments shall be due on or before the tenth (10th) day of the month immediately following the month in which the commission was earned. All commission payments shall be made payable to "Dallas County" and delivered or mailed to the Dallas County Purchasing Department, Attention: Purchasing Agent, 500 Elm Street, Suite 5500, Dallas, Texas 75202.

All commission payments shall be made by company check or bank check. If a commission payment is returned for insufficient funds, the Contractor shall remit payment by certified or cashier's check and reimburse Dallas County for all associated bank charges or returned check fees. Dallas County reserves the right to require all future commission payments to be made by certified or cashier's check.

X. Reporting Requirements

Each monthly commission payment shall be accompanied by a written activity report for the prior month. For example, a July report and corresponding commission payment must be received no later than August 10.

Reports shall be organized by vending machine/equipment identification number, serial number, and location for the applicable reporting period and shall include, at a minimum, the following information:

- Reporting period
- Date of meter reading for each vending machine/equipment
- Beginning and ending meter reading counts for each vending machine/equipment

In addition to submitting reports to the purchasing department, reports shall be emailed to: Felicia.Requena@dallascounty.org and Charlotte.Frederick@dallascounty.org with facilities.

If a transaction meter counter is replaced due to maintenance or repair, the replacement shall be documented in the monthly report under the corresponding vending machine/equipment, including the beginning and ending meter counts, date removed, and information for the replacement meter counter. Dallas County reserves the right to audit meter readings and sales and may physically inspect vending machines located within County facilities.

Additional required report elements include:

- Vending machine/equipment location (building name and address)
- Vending machine/equipment identification number and serial number
- Type of vending machine/equipment (e.g., beverage, snack, food)
- Items sold and quantities sold by vending machine/equipment
- Total gross sales by vending machine/equipment and location
- Commission amount payable to Dallas County based on gross sales
- Applicable commission rate
- Commission summary by vending machine/equipment type and location, including non-resettable meter readings
- Summary of monthly and year-to-date sales for all vending machine/equipment operations

These reporting requirements also apply to non-commission vending machines/equipment. The monthly report shall be submitted concurrently with the commission payment and received by Dallas County no later than the tenth (10th) day of each month.

XI. Inspection and Audit Requirements

The Contractor shall agree that, on any business day, Dallas County may request that the Contractor or an authorized representative appear at a specified location and open any or all vending machines to allow the County and/or its designee to inspect machines and count monies contained therein. Dallas County shall provide a minimum of four (4) hours' notice prior to any such inspection.

The Contractor shall further agree that Dallas County and/or its designee may audit, examine, and copy any books, records, and information related to vending machine/equipment operations conducted under the contract. The Contractor shall maintain all such records for a minimum of five (5) years after final payment or until audited by Dallas County, the State of Texas, or the Federal Government, whichever occurs first.

XII. Transition, Installation, Service, and Personnel Requirements

At the initial effective date of the contract, the Contractor shall work cooperatively with Dallas County and any new service provider(s) designated by the County to ensure an orderly and seamless transition of vending machine and equipment services and responsibilities, with no interruption to required services. Upon expiration, termination, or cancellation of the contract for any reason, the Contractor shall likewise assist the County to ensure an orderly transfer of services to replacement service provider(s) designated by the County. At the written request of the County, the Contractor shall continue providing some or all required services in accordance with the contract terms for a transition period not to exceed ninety (90) calendar days following expiration, termination, or cancellation.

The Contractor shall be solely responsible for all costs associated with the installation, relocation, removal, and reinstallation of vending machines and equipment.

The Contractor shall be liable for any damage to Dallas County property resulting from installation, relocation, servicing, or removal activities. All installation and removal activities shall be coordinated by the Contractor at no cost to Dallas County. Initial installation shall be completed with minimal interruption to vending services, and all equipment shall be installed and fully operational no later than thirty (30) calendar days following contract award. Transitions between service providers shall be transparent to the

County and shall not disrupt vending services. All equipment shall be installed in accordance with manufacturer recommendations and all applicable federal, state, and local laws, regulations, and codes.

The Contractor shall be prepared to install, remove, relocate, or replace vending machines and equipment at the request of the Contract Administrator.

The Contractor may provide a professional assessment regarding the suitability of a facility to support vending operations; however, the Contract Administrator shall retain final decision-making authority. In the event of a disagreement, the Contractor may appeal the decision to the Director of Facilities Management, whose determination shall be final and binding.

The Contractor may be required to provide additional vending machines and equipment or to delete, remove, relocate, or modify existing machines on a temporary or permanent basis at no cost to Dallas County. Dallas County reserves the sole right to add, delete, relocate, or change the number, type, and placement of vending machines and equipment at any County location, building, or facility. No vending machines or equipment shall be added, removed, or relocated without prior written approval from the County. Any unauthorized changes shall be made at the Contractor's sole risk and expense.

The Contractor may submit written requests to Dallas County Facilities Management to add or remove machines from approved locations, supported by appropriate justification. Facilities Management shall determine whether to approve or deny such requests, and the Contractor shall comply with the decision. Upon expiration or termination of the contract for any reason, the Contractor shall remove all vending machines, equipment, goods, and chattels from Dallas County buildings, facilities, and properties. Any items not removed within ten (10) calendar days following expiration or termination shall be deemed abandoned and shall become the property of Dallas County.

The Contractor shall be responsible for the delivery of products and the stocking of all vending machines. Commission rates proposed shall reflect that all operational costs, including labor, servicing, and maintenance, are recovered through vending prices.

The Contractor shall maintain adequate stock levels at all times and shall service and stock vending machines in accordance with a schedule that ensures machines do not become empty and that no expired products are offered for sale. Vending machines and equipment shall be serviced and filled no less than once per week. Machines located in secured locations, such as detention or jail facilities used by employees only, shall be serviced a minimum of two (2) times per week, with additional service provided as necessary based on demand. Machines shall maintain an aggregate fill rate of ninety-five percent (95%) or greater.

The Contractor shall provide trained, experienced route service and sales personnel possessing the knowledge, skills, and abilities necessary to provide effective and efficient vending services. All Contractor personnel working on County premises shall comply with County standards of conduct, appearance, service, and integrity. Personnel shall be prompt, courteous, and efficient, shall avoid interference with County operations, and shall comply with all County rules, regulations, policies, and procedures related to parking, security, access, safety, and personal behavior.

While on County premises, Contractor personnel shall wear distinctive uniforms displaying the company name and shall have visible identification, such as name badges. Personnel shall maintain a neat, clean, and professional appearance while servicing, repairing, or restocking vending machines.

The Contractor shall dispose of internal waste daily and shall maintain vending machines and surrounding areas in compliance with all applicable federal, state, and local health and sanitation laws and regulations.

The Contractor shall exercise reasonable care and precaution while on Dallas County–owned or leased properties and facilities. Any personal injury or physical damage involving Contractor personnel shall be reported immediately to Dallas County Marshal Services at 214-653-7000.

XIII. Criminal Background Checks and Personnel Screening

Certain contracts may require the Contractor and its employees, agents, subcontractors, or representatives to enter sensitive or secure County facilities or areas, including but not limited to Dallas County Sheriff’s Office facilities, County Jails and juvenile facilities, Dallas County Courts, the District Attorney’s offices, County Information Technology facilities, and other restricted-access locations. All Contractor personnel requiring access to such areas shall be required to successfully complete and pass a security background check prior to being granted access.

Security background checks required for access to County facilities shall be conducted by the Dallas County Sheriff’s Department at no cost to the Contractor. Security clearance typically requires a minimum of five (5) business days to complete. Contractor must pass Criminal Justice Information Services (CJIS) every year within the most current contract. All required security background checks shall be renewed annually on the anniversary date of the contract.

The County reserves the right to require additional criminal background checks at any time, as deemed necessary.

In evaluating the suitability of Contractor personnel assigned to perform services under this contract, certain County departments or divisions may require additional screening, including but not limited to criminal history checks, fingerprinting, or other background investigations. These additional screening requirements do not waive, limit, or reduce any responsibility or obligation of the Contractor under this contract.

Pursuant to Section 344.310 of the Texas Administrative Code, criminal history searches shall be conducted on all personnel who may have direct, unsupervised contact with youth in juvenile justice facilities or programs prior to being granted access to juveniles or juvenile facilities.

Contractors, including their employees or individuals who are not licensed by the Texas Department of State Health Services or another state regulatory agency, shall be required to undergo a fingerprint-based criminal history search conducted through databases maintained by the State of Texas and the Federal Bureau of Investigation. Such searches must have been completed within two (2) years prior to the effective date of the most recent contract.

Contractors and their employees who are not subject to a state professional licensing requirement shall submit fingerprint-based criminal history searches through the Texas Department of Public Safety’s Fingerprint Applicant Services of Texas (FAST) system.

The Contractor shall be solely responsible for all costs associated with FAST fingerprint-based background checks and criminal history searches.

The criminal background check requirements apply to individuals and not to the Contractor as an entity.

XIV. County Responsibilities

Dallas County shall furnish, at its own expense, all electricity and water lines required for the operation of vending machines and equipment.

The County will not provide transportation, storage, receiving, installation, placement, relocation, or removal services for vending machines or related equipment.

All vending machines and equipment provided by the Contractor must be suitable for operation within existing building layouts, utility connections, and outlet locations.

Dallas County will not be responsible for making improvements, modifications, or alterations to County facilities to accommodate vending machines or equipment.

Any required improvements, modifications, relocations, or installation of electrical outlets or circuits shall be performed at the Contractor’s sole expense and only with prior written approval from Dallas County.

Dallas County does not guarantee uninterrupted utility services and shall not be liable for any loss, expense, or damage, including spoilage, resulting from the interruption of electricity, water, or other utilities.

Dallas County shall assign designated points of contact to serve as liaisons between the County and the Contractor’s Account Manager. For operational issues, the County may also provide facility-specific contacts at locations where vending machines or equipment are installed. The designated County points of contact are as follows:

- **Facilities Management**
Cortney Wesley-Bowles, or designee
214-653-6168
Territory Responsibility: All Dallas County buildings and facilities, except Sheriff’s Department jail and detention areas.
- **Sheriff’s Department**
Chief Paul Lehmann, or designee
214-653-2602
Territory Responsibility: Sheriff’s Department jail and detention areas only.

It is understood and agreed that all vending machines, equipment, contents, and sales proceeds are the property of the Contractor. Dallas County shall not be liable or held responsible for any theft, damage, destruction, or disappearance of vending machines, equipment, or contents resulting from vandalism, break-ins, burglary, power failure, or any other cause. The Contractor shall assume all risk of loss or damage, and the County shall not reimburse or be held liable for any such losses.

XV. General Contract Provisions

Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, strikes, epidemics, war, riots, floods, fire, or other similar events (“Force Majeure”). The Contractor shall use reasonable efforts to remove or mitigate the cause and resume performance promptly once the condition ceases.

Compliance with Laws and Fair Labor Standards

The Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, permits, licenses, and certifications required to perform the services. The Contractor shall comply with the Federal Fair Labor Standards Act and shall indemnify and hold harmless the County from all claims arising from wage and hour violations related to Contractor employees.

Contract Term

The Contract shall be for a five (5) year term beginning on the date of contract award or as otherwise stated in the Contract. The County reserves the right to extend the Contract for up to one hundred twenty (120) days under the same terms and conditions to prevent a lapse in service. The Contractor shall cooperate with transition planning to a successor contractor, if applicable.

Acceptance and Rejection

The County reserves the right to accept or reject any or all proposals, waive technicalities, and accept any portion of a proposal deemed to be in the best interest of Dallas County.

Venue and Governing Law

The Contract shall be governed by the laws of the State of Texas, and exclusive venue for any legal action shall lie in Dallas County, Texas.

Fiscal Funding

Any Contract resulting from this RFP is subject to the availability of governmental funding. If funding is reduced or eliminated, the County may modify, reduce, or terminate the Contract accordingly.

Best Price Guarantee

If the Contractor offers a lower fee or rate to any governmental agency or municipality during the Contract term, the County shall be entitled to the benefit of such lower rate.

Permits, Licenses, and Insurance

The Contractor shall obtain and maintain, at its own expense, all required permits, licenses, certifications, and insurance necessary to perform the services for the duration of the Contract. Failure to maintain required authorizations may result in termination.

The Contractor shall maintain all required insurance coverage, including Workers’ Compensation insurance in accordance with Texas law, and shall provide proof of coverage to the County as a condition precedent to commencing work.

XVI. Evaluation Criteria

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

Criteria	Points
Vending Prices and Product Offering/Mix including 75% Healthy Food and Beverage Options	35
Quality, Efficiency, Functionality of Vending Machines/Equipment, and Ability to Meet 95% Fill Rate	25
Experience, Background, Qualification, Personnel, Management, Performance, Support/Service, Transition Plan, Response to Questionnaire, and References	15
Percentage of Commission (Revenue) Paid to Dallas County	10
Small Business Enterprise	15
Total Points	100

All proposals received by the specified deadline will be reviewed and evaluated consistently with the stated Evaluation and Selection Factors. Before the final evaluation and ranking of Proposals is complete, the County, at its sole discretion, may choose to interview Proposers found to be among the most qualified. Proposals will be ranked based on final evaluation with a recommendation to begin negotiations with the Proposer that received the highest evaluation.

The Proposer awarded or chosen pursuant to the provisions of this section will not be based solely on price but will include and be limited to evaluation criteria listed in the RFP. Upon completion of the evaluation process, the Evaluation Committee will make a recommendation to the Dallas County Commissioners Court to award the highest rated firm. Negotiations may or may not be conducted with the finalist(s); therefore, the Proposal submitted should contain Proposer’s most favorable terms and conditions, since selection and award may be made without further discussion or need for clarification.

Any exceptions to the terms and conditions of the proposed Contract or the statements regarding Proposer’s inability to comply with any of the provisions thereof are to be declared in the Proposer’s proposal.

In the event that the County cannot reach agreement with the selected firm by negotiation of a contract, the County may formally end negotiations by written notification to the selected firm.

The County shall have the right, but not the obligation, to sequentially negotiate with the next most-qualified firm and will continue in this manner until either a contract is awarded, or this Request for Proposal is canceled. Upon successful completion of negotiations, the results will be reduced to a written contract for the services to be rendered. Such contract may contain additional requirements from the County.

All necessary contract documents will be prepared by the County District Attorney’s Office or other counsel representing the County and will be tailored specifically for this RFP. No contract shall be binding on County until it has been approved as to form by the District Attorney or other authorized counsel representing the County and executed by the Dallas County Commissioners Court.

Dallas County will not be liable for, nor will it pay for, any amount of work commenced prior to the approval of the contract by the Dallas County Commissioners Court.

XVII. Proposal Format

Proposals shall be specific, complete, and prepared in a clear, concise, and economical manner. Each Proposal shall present a straightforward delineation of the Proposer’s capabilities, qualifications, and approach to satisfactorily perform the Contract. The Proposal shall be practical, all-inclusive, and represent the Proposer’s best offer.

Proposers shall submit their Proposal in **strict accordance with all requirements** of this RFP and shall include an explicit statement agreeing to fully comply with all terms, conditions, specifications, and requirements. Any deviations, clarifications, or exceptions must be clearly identified and submitted separately for the County’s consideration. Failure to comply with the required format or submission instructions may result in a lower evaluation score or a determination of non-responsiveness.

Proposals shall be submitted as **hard copy bound documents** on standard 8½” x 11” paper. Each page shall be consecutively numbered and organized sequentially by section. Proposals must be tabbed and indexed in accordance with the format outlined herein. Foldouts containing charts, spreadsheets, or oversized exhibits are permitted. Manuals and reference documentation may be submitted under separate binding. To facilitate an efficient evaluation process, Proposers are required to organize their Proposal in the format specified below and submit all required documentation in its entirety.

Each Proposal shall include, at a minimum, the following sections and supporting documentation:

Administrative and Organizational Information

1. **Cover Letter** signed by an individual authorized to contractually bind the Proposer, including full firm contact information and authorized representative details.
2. **Table of Contents** identifying section titles and corresponding page numbers.
3. **Executive Summary** (maximum three (3) pages) summarizing the services proposed, understanding of the project, approach, project organization, delivery timeline, advantages to the County, and responsiveness to County staff.
4. **Proposer’s Representative Information**, including designated Customer Service Representative and alternate, responsible for implementation, ongoing coordination, and quarterly meetings with County staff.
5. **Acknowledgement of Addenda**, if applicable.
6. **Completion of all required forms**, including Small Business Enterprise (SBE) forms, Campaign Contribution Form, Conflict of Interest Form, and W-9 Form.

Experience, Personnel, and Management

1. **Experience, Background, and Qualifications**, including organizational structure, Contract Manager, key personnel, resumes, and demonstrated expertise relevant to the services required.
2. **Proposed Key Personnel and Subcontractors**, including qualifications, certifications, licenses, roles, and scope of subcontracted work. Subcontractors shall meet the same standards as the primary Contractor.
3. **Past Performance** within the past five (5) years for similar projects, including scope, role (prime or subcontractor), and period of performance.
4. **References**, minimum of five (5) from comparable projects performed within the past twenty-four (24) months.

Technical and Operational Approach

1. **Management Plan**, describing methodologies, staffing, reporting structure, County coordination, and subcontractor integration.
2. **Technical Approach**, demonstrating the Proposer's ability to competently and timely perform all required services.
3. **Program and Work Plan**, including:
 - Process flow for inventory, ordering, delivery, stocking, cash handling, accounting, and internal controls;
 - Transition and implementation plan ensuring continuity of service;
 - Reimbursement and refund procedures;
 - Service and restocking schedules for all locations;
 - Stocking policies, product replenishment schedules, and recall notification procedures.
4. **Customer Service and Management Plan**, detailing communication protocols, issue resolution, and operational reporting.
5. **Quality Assurance / Quality Control Plan**, including monitoring, complaint resolution, and performance standards.

Financial, Pricing, and Supporting Documentation

1. **Commission and Price Structure** (Appendices 1 and 2).
2. **Response to Questionnaire** (Appendix 3).
3. **Subcontractor Information** (Appendix 5).
4. **Proposed Vending Machines/Equipment** (Appendix 6).
5. **Sample Sales and Commission Reports** demonstrating reporting capabilities by machine.
6. **Additional Information or Value-Added Services**, if applicable.
7. **Proposal Exceptions**, clearly identified and referenced to applicable RFP sections, including any alternate solutions and their impact.

All attachments, appendices, and required forms must be **fully completed and submitted** as part of the Proposal. The County reserves the right to reject any Proposal determined to be nonresponsive, to negotiate exceptions, or to accept them as submitted if deemed in the best interest of the County.

XVIII. Documents Submitted with Proposal or Upon Request

1. Attachment S - Small Business Enterprise (SBE) Forms (mandatory must be submitted with proposal).
2. Attachment A- Dallas County Vending Machine Locations (For Reference).
3. Appendix 1- Product Offering/Mix and Pricing Structure.

4. Appendix 2-Response to Questionnaire.
5. Appendix 3- References.
6. Appendix 4-Proposed Sub-Contractor Information.
7. Appendix 5-Proposed Vending Machines/Equipment List.

XIX. Pre-Proposal Meeting

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

Pre-proposal conference **April 22, 2026 at 11:00 a.m. (CST)**, the pre-proposal meeting will be conducted through a conference call.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/249787457329046?p=VQNmqsa6Y4Npv6U4LX>

Meeting ID: 249 787 457 329 046

Passcode: hv9RY6QM

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 469-208-1731,,294488495#](#) United States, Carrollton

[Find a local number](#)

Phone conference ID: 294 488 495#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

The deadline for the submission of questions is on **May 7, 2026 at 4:00 p.m. (CST)** through Bidnet.

XX. Term and Commencement

This will be a 5-year term contract with no 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).

XXI. Award Method

The County’s intent is to award this solicitation in a group, but the County reserves the right to award in the method that is most advantageous to the County.

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

Upon expiration of the Contract, the Supplier agrees to hold over under the terms and conditions of this contract for such a period of time as is reasonably necessary to re-solicit (not to exceed 90 calendar days unless mutually agreed on in writing).

XXII. Opening of Proposals

Proposal reading shall be conducted: May 21, 2026 at 2:30pm (CST) on the day the proposals are due. The reading will be conducted via a live meeting online at https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWFmN2YzOTctOTUxYS00MTk2LThlMmUtYTlZnZBINzI4YzA5%40thread.v2/0?content=%7B%22id%22%3A%2251adcfad-72f1-479c-b28f-52412e04014b%22%2C%22oid%22%3A%22f4fb30c2-bb8b-428a-8d86-8365dbdb061f%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&bttype=a&role=a

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

Proposer names will be publicly read aloud. It is the responsibility of the proposer to clearly mark and identify all portions of the proposal, which, in the proposer’s opinion, contain trade secrets, confidential information and other proprietary information. All proposals are subject to the Texas Open Records Act process.

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

Firms will be required to submit any additional questions presented at the pre-proposal and/or after the conference. All additional questions must be received by May 7, 2026 at 4:00pm (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.

XXIV. Proposal Submittal and Exception Requirements

To be considered for award, the proposal response must be submitted by May 21, 2026 at 2:00 p.m. (CST). Responses shall be submitted electronically through Bidnet, the County’s online public solicitation platform <https://www.bidnetdirect.com/texas/dallas-county>. Although the County prefers submissions in electronic form, a respondent may elect to submit their proposal in hard copy. To submit in hard copy, the vendor may deliver or ship to: Dallas County Purchasing Department, Records Building 500 Elm Street, Suite 5500, Dallas, Texas 75202. When submitting a response in hard copy, the County requires two (2) duplicate hardcopies (one original and one copy) to be submitted.

Any exceptions to the specifications/scope of work and/or terms and conditions shall be included in the solicitation response and shall appear in its own tab. Exception shall reference the page number, section and language for which exception is taken. The County reserves the right to reject any exception not in the best interest to the County or may lead the response to be considered nonresponsive and not considered for award.

Note: On December 19, 2024 Dallas County implemented a new public solicitation platform and will be posting all solicitations for goods, services, and construction through Bidnet. Vendors seeking to do business with Dallas County will be required to register, (<https://www.bidnetdirect.com/texas/dallas-county>). By registering, vendors will be able to receive solicitation notices, view open solicitations, and submit their response online to desired business opportunities.

XXV. Location and Invoicing

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

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

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

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

XXVI. Communication

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

All questions regarding this solicitation are to be submitted in writing to **Paige Robinson**, 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 Paige.Robinson@dallascounty.org. Please reference the Solicitation number in the subject of the email.

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

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

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

XXVII. Review of Proposals

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

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

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

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

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

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

XXVIII. Proposal Pricing

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

XXIX. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

- c. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers.
- 1.3. Automobile Liability Insurance: Contractor shall maintain Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than Five Hundred Thousand 00/100 (\$500,000.00) Combined Single Limit of Liability for Bodily Injury and Property Damage. Such insurance is to include coverage for loading and unloading hazards.

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

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

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

- 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 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.

XXX. Discussion With Reasonably Qualified Proposals

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

- Notice that this is the opportunity to submit written best and final offers
- Notice of the date and time for submission of the best and final offer

- Notice that if any modification is submitted, it shall be received by the date and time specified or it will not be considered
- Notice of any changes in the Proposal requirements

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

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

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

XXXI. Rejection or Acceptance of Proposals

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

XXXII. Late and Withdrawn Proposals

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

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

XXXIII. Confidentiality

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

XXXIV. Disqualification Of Proposers

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

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

XXXV. Permits Required by Law

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

XXXVI. Records and Audit

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

XXXVII. Assignment of Contract

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

XXXVIII. Default by Proposer

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

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

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

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

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

XXXIX. Termination

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

XL. Miscellaneous

1. After executing the Contract, no consideration will be given to any claim of misunderstanding.
2. Proposers shall submit with the Proposal, the required Proposer’s qualification statement with supporting information as stated herein along with all other supporting documentation requested.
3. Proposers shall thoroughly familiarize themselves with the provisions of the Scope of Work and the Facilities.

4. The County reserves the right to reject all Proposals and to waive any minor irregularities.
5. A Proposal may be disqualified if the corporation or individual Proposer is in arrears or in default to the County for delinquent taxes or assessments or on any debt or Contract, whether as defaulter or bondsman; or who has defaulted upon any obligation to the County by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, Proposers may be disqualified for poor prior performance on similar Contracts with other entities.
6. The Contract with the Proposer will be drawn by the County and may contain such other provisions as are deemed necessary to protect the interests of the County.
7. The Proposer agrees to abide by the rules and regulations as prescribed herein. The Proposer will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
8. If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
9. The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.
10. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the County Attorney or his authorized representative shall be final.

XLI. Indemnity

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

XLII. Selection Process

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

XLIII. Development Costs

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

XLIV. Contract Award

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

XLV. Certificate of Interested Parties (Form 1295)

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

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

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

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

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

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

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

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

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

XLVI. 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.

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

The following provisions apply to Federally funded procurement:

Clean Air Act

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

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

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

Federal Water Pollution Act

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

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

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

Suspension and Debarment

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

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

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

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

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

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

Prohibition on Contracting for Covered Telecommunications Equipment or Services

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

(b) **Prohibitions.**

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No.

115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

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

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

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

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

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

(c) Exceptions.

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

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

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

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

(ii) Covered telecommunications equipment or services that:

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

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

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

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

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

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

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

telecommunications equipment or services.

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

“Domestic Preference for Procurements

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

For purposes of this clause:

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

The following pertains to projects that include Construction:

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

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

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

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

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

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

conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in

full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

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

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

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

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

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

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

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

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

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

DALLAS COUNTY VENDING MACHINE LOCATIONS

Building Count	# of Stories	County Facility	Location of Machine	Type
1	5	Adult Probation CSCD - Mockingbird; 1300 West Mockingbird Lane,	2nd floor breakroom	snack (1)
		Adult Probation CSCD - Mockingbird; 1300 West Mockingbird Lane,	2nd floor breakroom	soda (1)
		Adult Probation CSCD - Mockingbird; 1300 West Mockingbird Lane,	1st floor breakroom	snack (1)
		Adult Probation CSCD - Mockingbird; 1300 West Mockingbird Lane,	1st floor breakroom	soda (1)
2	3	Bio Safety Lab 1410 West Mockingbird	3rd floor	snack (1)
		Bio Safety Lab 1410 West Mockingbird	3rd floor	soda (1)
3	1	Cook Chill 2121 French Settlement	1st Floor	snack (1)
		Cook Chill 2121 French Settlement	1st Floor	soda (1)
4	1	East Dallas Government Center (coming late 2026) 9731 Lake June Road,	TBD	soda (1)
		East Dallas Government Center (coming late 2026) 9731 Lake June Road,	TBD	snack (1)
5	1	Elections Warehouse 1520 Roundtable Drive,	1st Floor East	Snack/Soda (combo)
		Elections Warehouse 1520 Roundtable Drive,	1st Floor West	Snack/Soda (combo)
6	1	Elections Warehouse 1460 Roundtable Drive,	1st Floor breakroom	snack (1)
		Elections Warehouse 1460 Roundtable Drive,	1st Floor breakroom	soda (1)
7	1	Emergency Operations Center 1010 West Mockingbird	1st floor breakroom	snack (1)
		Emergency Operations Center 1010 West Mockingbird	1st floor breakroom	soda (1)
8	11	Frank Crowley Courts Bldg. 133 North Riverfront	2nd Central Jury Rm	soda (1)
		Frank Crowley Courts Bldg. 133 North Riverfront	2nd Central Jury Rm	soda (1)
		Frank Crowley Courts Bldg. 133 North Riverfront	2nd Central Jury Rm	soda (1)
		Frank Crowley Courts Bldg. 133 North Riverfront	2nd Central Jury Rm	snack (1)
		Frank Crowley Courts Bldg. 133 North Riverfront	1st foyer	soda (1)
		Frank Crowley Courts Bldg. 133 North Riverfront	1st foyer	snack (1)
		Frank Crowley Courts Bldg. 133 North Riverfront	1st foyer	soda (1)
		Frank Crowley Courts Bldg. 133 North Riverfront	1st foyer	soda (1)
9	1	Garland Government Center 140 N. Garland Ave.,	Lobby	snack (1)
		Garland Government Center 140 N. Garland Ave.,	Lobby	soda (1)

10	12	*George L. Allen Sr. Courts Bldg. 600 Commerce Street,	1st central jury room	snack (1)
		*George L. Allen Sr. Courts Bldg. 600 Commerce Street,	1st central jury room	snack (1)
		*George L. Allen Sr. Courts Bldg. 600 Commerce Street,	1st central jury room	soda (1)
		*George L. Allen Sr. Courts Bldg. 600 Commerce Street,	Basement/foyer	snack (1)
		*George L. Allen Sr. Courts Bldg. 600 Commerce Street,	Basement/foyer	snack (1)
		*George L. Allen Sr. Courts Bldg. 600 Commerce Street,	basement/foyer	soda (1)
		*George L. Allen Sr. Courts Bldg. 600 Commerce Street,	basement/foyer	soda (1)
		*George L. Allen Sr. Courts Bldg. 600 Commerce Street,	basement/foyer	soda (1)
		*George L. Allen Sr. Courts Bldg. 600 Commerce Street,	basement/foyer	soda (1)
		*George L. Allen Sr. Courts Bldg. 600 Commerce Street,	basement/foyer	soda (1)
11	2	Grand Prairie Government Center 106 West Church Street,	1st floor breakroom	soda (1)
		Grand Prairie Government Center 106 West Church Street,	2nd floor lobby	soda (1)
		Grand Prairie Government Center 106 West Church Street,	2nd floor lobby	snack (1)
12	12	Health & Human Services 2377 N Stemmons	1st foyer	snack (1)
		Health & Human Services 2377 N Stemmons	1st foyer	soda (1)
13	3	Henry Wade Juvenile Justice Center 2600 Lone Star Drive, Dallas	1st floor	soda (1)
		Henry Wade Juvenile Justice Center 2600 Lone Star Drive, Dallas	1st foyer	soda (1)
		Henry Wade Juvenile Justice Center 2600 Lone Star Drive, Dallas	1st foyer	snack (1)
		Henry Wade Juvenile Justice Center 2600 Lone Star Drive, Dallas	3rd floor	soda (1)
14	4	Cleophas R. Steele Jr. Courthouse (Investment Bldg.) 418 South R.L. Thornton Frwy, Dallas 75203	1st floor lobby	snack (1)
		Cleophas R. Steele Jr. Courthouse (Investment Bldg.) 418 South R.L. Thornton Frwy, Dallas 75203	1st floor lobby	soda (1)
15	1	Juvenile Justice Alternative Education Program (JJAEP) 1673 Terre Colony, Dallas	Breakroom	soda (1)
		Juvenile Justice Alternative Education Program (JJAEP) 1673 Terre Colony, Dallas	Breakroom	snack (1)
16	2	Letot - RTC 10505 Denton Drive, Dallas	1st vending	soda (1)
		Letot - RTC 10505 Denton Drive, Dallas	1st vending	snack (1)
		Lew Sterrett Justice Center 111 Commerce Street,	1st lobby	snack (1)
		Lew Sterrett Justice Center (JAIL) 111 Commerce Street,	1st lobby	soda (1)

17	9	Low Sterrett Justice Center (JAIL) 111 Commerce Street,	central intake	snack (1)
		Low Sterrett Justice Center (JAIL) 111 Commerce Street,	west tower	snack (1)
		Low Sterrett Justice Center (JAIL) 111 Commerce Street,	north tower	snack (1)
		Low Sterrett Justice Center (JAIL) 111 Commerce Street,	south tower	snack (1)
		Low Sterrett Justice Center (JAIL) 111 Commerce Street,	central intake	soda (1)
		Low Sterrett Justice Center (JAIL) 111 Commerce Street,	west tower	food/sandwich
		Low Sterrett Justice Center (JAIL) 111 Commerce Street,	north tower	food/sandwich
		Low Sterrett Justice Center (JAIL) 111 Commerce Street,	south tower	food/sandwich
		Low Sterrett Justice Center (JAIL) 111 Commerce Street,	west tower	soda (1)
		Low Sterrett Justice Center (JAIL) 111 Commerce Street,	north tower	soda (1)
		Low Sterrett Justice Center (JAIL) 111 Commerce Street,	south tower	soda (1)
		18	1	Lyle B. Medlock Youth Treatment Center 1566 East Langdon
Lyle B. Medlock Youth Treatment Center 1566 East Langdon	1st breakroom			snack (1)
19	2	Mesquite Government Center 500 S. Galloway Avenue,	1st Floor	snack (1)
		Mesquite Government Center 500 S. Galloway Avenue,	1st Floor	soda (1)
20	4	North Dallas Government Center 6820 Lyndon B. Johnson	2nd floor breakroom	snack (1)
		North Dallas Government Center 6820 Lyndon B. Johnson	2nd floor breakroom	soda (1)
21	2	Oak Cliff Government Center 702 E. Jefferson	2nd Floor	snack (1)
		Oak Cliff Government Center 702 E. Jefferson	2nd Floor	soda (1)
22	2	Panoramic Bldg. 2121 Panoramic Circle, Dallas 75212	1st floor breakroom	soda (1)
23	7	Records Building Complex 500 Elm Street,	Ground Floor	snack (1)
		Records Building Complex 500 Elm Street,	Ground Floor	soda (1)
24	1	Singleton Records Warehouse 4243 Singleton Boulevard,	1st floor breakroom	soda (1)
		Singleton Records Warehouse 4243 Singleton Boulevard,	1st floor breakroom	snack (1)
25	2	South Dallas Government Center 8301 South Polk Street,	2nd floor	snack (1)
		South Dallas Government Center 8301 South Polk Street,	2nd floor	soda (1)
26	2	South Dallas Sheriff Academy 8401 South Polk Street,	1st floor breakroom	snack (1)

20	4	South Dallas Sheriff Academy 8401 South Polk Street,	1st floor breakroom	soda (1)
27	3	Southwest Institute Forensic Science (SWIFS) 2355 N. Stemmons	lobby	soda (1)
		Southwest Institute Forensic Science (SWIFS) 2355 N. Stemmons	2nd floor	snack (1)
		Southwest Institute Forensic Science (SWIFS) 2355 N. Stemmons Freeway, Dallas 75207	2nd floor	snack (1)
total building count housing machines				
27	*All sites are required to have card readers installed		Total # of Snack Machines	35
			Total # of Soda Machines	44
			Total # of COMBO Machines	2
			Total # of Food / Sandwich Machines	3

Certification Regarding Debarment, Suspension and Ineligibility

Federal Executive Order 12549 requires Dallas County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

(a) In accordance with the provisions of 48 CFR (Code of Federal Regulations), Part 9, the offeror certifies to the best of the offeror's knowledge and belief, that it and its principals:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency;

(2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (a)(2) above; and

(4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.

(c) For any subcontract at any tier expected to equal or exceed \$25,000:

(1) In accordance with the provisions of 48 CFR, Part 9, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.

(3) This certification (specified in paragraphs (c)(1) and (c) (2), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to Dallas County upon request.

I, the undersigned officer or agent for the contractor named below, certify that neither this organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency

Name of Organization

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

Telephone Number

Date

TITLE VI ASSURANCES/COMPLIANCE – APPENDIX A

A. Assurances

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

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

contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination Authorities

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

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

C. Representations/Warranties

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

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.

- Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

D. Title VI Complaints

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

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

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

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

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

E. Enforcement

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

Contractor's Full Name: _____

Signature, Authorized Representative of Contractor **Date**

Title

**APPENDIX 1
PRODUCT OFFERING/MIX AND PRICE STRUCTURE**

COMMISSION BASED

<i>Category 1: Beverage Machines (Canned and/or Bottled)</i>	<i>Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)</i>	<i>Vending Price</i>	<i>Brand and Product Name Proposing (i.e.: Dr. Pepper, Coca-Cola Sprite, Welch Grape, Frito Lay – Doritos, Kettle Chips - Plain)</i>
1. Can Soft Drinks and Teas		\$	
2. Bottled Soft Drinks and Teas		\$	
2. Bottled Water		\$	
3. Isotonic Drinks		\$	
4. Energy Drinks		\$	
5. Other Beverage Options that are available (Please Specify)		\$	

Note: A comprehensive price list must be provided, showing all beverages that are available sales by manufacturer name.

**Contractor shall pay fixed Commission Rate _____% of Gross Sales on Beverage Machine Sales
(Note: The fixed percentage commission rate must remain firm throughout the term of the contract agreement)**

Minimum Annual Guarantee: Beverage/ Snack Vending \$_____

**APPENDIX 1
PRODUCT OFFERING/MIX AND PRICE STRUCTURE**

COMMISSION BASED

<i>Category 2: Snack</i>	<i>Item Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)</i>	<i>Vending Price</i>	<i>Brand and Product Name Proposing (i.e.: Dr. Pepper, Coca-Cola Sprite, Welch Grape, Frito Lay – Doritos, Kettle Chips - Plain)</i>
1. Chips – Small Bag		\$	
2. Chips – Large Bag		\$	
3. Chips – Gourmet Type		\$	
4. Cookies Note: Please state the number of cookies per package or number of ounce per service package size in the next column		\$	
5. Sandwich Crackers Note: Please state the number of crackers per package or number of ounce per service package size in the next column		\$	
6. Pastry Items – Single Serve		\$	

Note: A comprehensive price list must be provided, showing all beverages that are available sales by manufacturer name.

**Contractor shall pay fixed Commission Rate _____% of Gross Sales on Snack/Candy Machine Sales
(Note: The fixed percentage commission rate must remain firm throughout the term of the contract agreement)**

Minimum Annual Guarantee: Beverage/ Snack Vending \$_____

APPENDIX 1

PRODUCT OFFERING/MIX AND PRICE STRUCTURE

COMMISSION BASED

<i>Category 2: Snack</i>	<i>Item Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)</i>	<i>Vending Price</i>	<i>Brand and Product Name Proposing (i.e.: Dr. Pepper, Coca-Cola Sprite, Welch Grape, Frito Lay - Doritos, Kettle Chips - Plain)</i>
7. Popcorn (Microwave)		\$	
8. Peanuts		\$	
9. Cashews		\$	
10. Trail Mix		\$	
11. Candy - Standard Size		\$	
12. Candy - Large or King Size		\$	
13. Gum Note: Please state the number of gum pieces per individual package in the next column		\$	
14. Mints Note: Please state the number of mints per individual package in the next column		\$	
15. Fruit Snacks		\$	
16. Other Snack Optional Available (Please Specify)		\$	

Note: A comprehensive price list must be provided, showing all beverages that are available sales by manufacturer name.

**Contractor shall pay fixed Commission Rate _____% of Gross Sales on Snack/Candy Machine Sales
(Note: The fixed percentage commission rate must remain firm throughout the term of the contract agreement)**

Minimum Annual Guarantee: Beverage/ Snack Vending \$_____

APPENDIX 1

PRODUCT OFFERING/MIX AND PRICE STRUCTURE

COMMISSION BASED

<i>Category 3: Cold and Fresh Foods</i>	<i>Item Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)</i>	<i>Vending Price</i>	<i>Brand and Product Name Proposing (i.e.: Dr. Pepper, Coca-Cola Sprite, Welch Grape, Frito Lay - Doritos, Kettle Chips - Plain)</i>
1. Deli Sandwiches		\$	
2. Burgers		\$	
3. Hot Dogs		\$	
4. Burritos		\$	
5. Wraps		\$	
6. Pre-Packaged Meals/Entrée		\$	
7. Pizza		\$	
8. Single Serve – Tuna Salad and Crackers		\$	
9. Single Serve – Chicken Salad and Crackers		\$	

Note: A comprehensive price list must be provided, showing all beverages that are available sales by manufacturer name.

Contractor shall pay fixed Commission Rate ___% of gross sales on food machine sales

(Note: The fixed percentage commission rate must remain firm throughout the term of the contract agreement)

Minimum Annual Guarantee: Beverage/ Snack Vending \$_____

APPENDIX 1

PRODUCT OFFERING/MIX AND PRICE STRUCTURE

COMMISSION BASED

<i>Category 3: Cold and Fresh Foods</i>	<i>Item Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)</i>	<i>Vending Price</i>	<i>Brand and Product Name Proposing (i.e.: Dr. Pepper, Coca-Cola Sprite, Welch Grape, Frito Lay - Doritos, Kettle Chips - Plain)</i>
10. Fresh Salads		\$	
11. Fresh Fruit (i.e.: Apple, Oranges, Bananas, etc.)		\$	
12. Muffins		\$	
13. Bagels		\$	
14. Breakfast Food Sausage and Biscuit		\$	
15. Breakfast Food Specify Type:		\$	
16. Fruit Juices (i.e.: orange, apple, cranberry, grape, vegetable, etc..)		\$	
17. Milk		\$	

Note: A comprehensive price list must be provided, showing all beverages that are available sales by manufacturer name.

**Contractor shall pay fixed Commission Rate ___% of gross sales on food machine sales
(Note: The fixed percentage commission rate must remain firm throughout the term of the contract agreement)**

Minimum Annual Guarantee: Beverage/ Snack Vending \$_____

APPENDIX 1

PRODUCT OFFERING/MIX AND PRICE STRUCTURE

<i>Category 1: Beverage Machines (Canned and/or Bottled)</i>	<i>Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)</i>	<i>Vending Price</i>	<i>Brand and Product Name Proposing (i.e.: Dr. Pepper, Coca-Cola Sprite, Welch Grape, Frito Lay – Doritos, Kettle Chips - Plain)</i>
1. Can Soft Drinks and Teas		\$	
2. Bottled Soft Drinks and Teas		\$	
2. Bottled Water		\$	
3. Isotonic Drinks		\$	
4. Energy Drinks		\$	
5. Other Beverage Options that are available (Please Specify)		\$	

Note: A comprehensive price list must be provided, showing all beverages that are available sales by manufacturer name.

**Contractor shall pay fixed Commission Rate ___% of gross sales on food machine sales
(Note: The fixed percentage commission rate must remain firm throughout the term of the contract agreement)**

Minimum Annual Guarantee: Beverage/ Snack Vending \$ _____

APPENDIX 1

PRODUCT OFFERING/MIX AND PRICE STRUCTURE

<i>Category 2: Snack</i>	<i>Item Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)</i>	<i>Vending Price</i>	<i>Brand and Product Name Proposing (i.e.: Dr. Pepper, Coca-Cola Sprite, Welch Grape, Frito Lay - Doritos, Kettle Chips - Plain)</i>
1. Chips – Small Bag		\$	
2. Chips – Large Bag		\$	
3. Chips – Gourmet Type		\$	
4. Cookies Note: Please state the number of cookies per package or number of ounce per service package size in the next column		\$	
5. Sandwich Crackers Note: Please state the number of crackers per package or number of ounce per service package size in the next column		\$	
6. Pastry Items – Single Serve		\$	

Note: A comprehensive price list must be provided, showing all beverages that are available sales by manufacturer name.

Contractor shall pay fixed Commission Rate ___% of gross sales on food machine sales (Note: The fixed percentage commission rate must remain firm throughout the term of the contract agreement)

Minimum Annual Guarantee: Beverage/ Snack Vending \$_____

APPENDIX 1

PRODUCT OFFERING/MIX AND PRICE STRUCTURE

<i>Category 2: Snack</i>	<i>Item Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)</i>	<i>Vending Price</i>	<i>Brand and Product Name Proposing (i.e.: Dr. Pepper, Coca-Cola Sprite, Welch Grape, Frito Lay - Doritos, Kettle Chips - Plain)</i>
7. Popcorn (Microwave)		\$	
8. Peanuts		\$	
9. Cashews		\$	
10. Trail Mix		\$	
11. Candy - Standard Size		\$	
12. Candy - Large or King Size		\$	
13. Gum Note: Please state the number of gum pieces per individual package in the next column		\$	
14. Mints Note: Please state the number of mints per individual package in the next column		\$	
15. Fruit Snacks		\$	
16. Other Snack Optional Available (Please Specify)		\$	

Note: A comprehensive price list must be provided, showing all beverages that are available sales by manufacturer name.

Contractor shall pay fixed Commission Rate ___% of gross sales on food machine sales (Note: The fixed percentage commission rate must remain firm throughout the term of the contract agreement)

Minimum Annual Guarantee: Beverage/ Snack Vending \$_____

APPENDIX 1

PRODUCT OFFERING/MIX AND PRICE STRUCTURE

<i>Category 3: Cold and Fresh Foods</i>	<i>Item Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)</i>	<i>Vending Price</i>	<i>Brand and Product Name Proposing (i.e.: Dr. Pepper, Coca-Cola Sprite, Welch Grape, Frito Lay – Doritos, Kettle Chips - Plain)</i>
1. Deli Sandwiches		\$	
2. Burgers		\$	
3. Hot Dogs		\$	
4. Burritos		\$	
5. Wraps		\$	
6. Pre-Packaged Meals/Entrée		\$	
7. Pizza		\$	
8. Single Serve – Tuna Salad and Crackers		\$	
9. Single Serve – Chicken Salad and Crackers		\$	

Note: A comprehensive price list must be provided, showing all beverages that are available sales by manufacturer name.

Contractor shall pay fixed Commission Rate ___% of gross sales on food machine sales (Note: The fixed percentage commission rate must remain firm throughout the term of the contract agreement)

Minimum Annual Guarantee: Beverage/ Snack Vending \$ _____

APPENDIX 1

PRODUCT OFFERING/MIX AND PRICE STRUCTURE

<i>Category 3: Cold and Fresh Foods</i>	<i>Item Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)</i>	<i>Vending Price</i>	<i>Brand and Product Name Proposing (i.e.: Dr. Pepper, Coca-Cola Sprite, Welch Grape, Frito Lay - Doritos, Kettle Chips - Plain)</i>
10. Fresh Salads		\$	
11. Fresh Fruit (i.e.: Apple, Oranges, Bananas, etc.)		\$	
12. Muffins		\$	
13. Bagels		\$	
14. Breakfast Food Sausage and Biscuit		\$	
15. Breakfast Food Specify Type:		\$	
16. Fruit Juices (i.e.: orange, apple, cranberry, grape, vegetable, etc..)		\$	
17. Milk		\$	

Note: A comprehensive price list must be provided, showing all beverages that are available sales by manufacturer name.

Contractor shall pay fixed Commission Rate ___% of gross sales on food machine sales (Note: The fixed percentage commission rate must remain firm throughout the term of the contract agreement)

Minimum Annual Guarantee: Beverage/ Snack Vending \$_____

APPENDIX 2
QUESTIONNAIRE

Legal Name of Company/Firm/Business: _____

Doing Business As (if applicable): _____

How long in business under present name: _____

Name of Parent Corporation (if any): _____

State in which incorporated: _____

Date of incorporation: _____

Indicate the length of time you have been in business providing vending machine services (i.e. beverage, snack, or food); _____ Years _____ Months.

Total number of vending machines under company's control: _____

Company/Firm/Business Legal Status (check one below):

Sole Proprietorship _____ Owner Full Name: _____

Corporation _____

Limited Liability Company _____

S Corporation _____

Partnership _____

Limited Liability Partnership _____

Other (Specify) _____

Employer Identification Number (EIN)/Federal Tax Identification Number or Social Security Number: _____

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

What is your company primary type of business: _____

Total Number of Employees: _____

Is Proposer authorized and/or licensed to do business in Texas? _____ Yes or _____ No

Where is the Proposer's corporate headquarters located? _____

Does the Proposer have office located in Dallas, Texas? _____ Yes or _____ No

If yes, please physical address, city, and zip code: _____

Does the Proposer have office located in Dallas County, Texas? _____ Yes or _____ No

If yes, please physical address, city, and zip code: _____

Has the Proposer or any of its principals been debarred or suspended from contracting any public entity? _____ Yes or _____ No, If yes, identify the public entity and the name and current phone number of representative of the public entity familiar with debarment or suspensions, and state the reason for or circumstances surrounding the debarment or suspension, including but limited to the period of time for such debarment or suspension:

Proposer will provide any details of all past or pending litigation or claims filed against Proposer.

Disciplinary Action: Has the Proposer ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If Yes, state, state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

Bankruptcy Information: Has the Proposer ever declared bankrupt or filed for protection from creditors under state or federal proceedings? If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

APPENDIX 2 QUESTIONNAIRE

How do you prevent route drivers from under-reporting sales and commissions?

APPENDIX 3

REFERENCES

Proposers are required to provide a minimum of five (5) references of current customers/agencies. References must have had similar equipment installed for a minimum of two (2) years, preferably with a similar sales volume. *Note: All references must be familiar with the contractor's abilities in the areas involved with this solicitation. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. The County will not track down references*

1. **Company/Agency Name:** _____
Address: _____
Contact Person Name: _____
Contact Position Title: _____
Contact Telephone Number: _____
Email Address (if available): _____
Number of Units Installed: _____ Type of Vending Machines/Equipment: _____

Vending Service Agreement - Start Date: _____ Expiration or Expired Date: _____
Annual Sales: \$_____
2. **Company/Agency Name:** _____
Address: _____
Contact Person Name: _____
Contact Position Title: _____
Contact Telephone Number: _____
Email Address (if available): _____
Number of Units Installed: _____ Type of Vending Machines/Equipment: _____

Vending Service Agreement - Start Date: _____ Expiration or Expired Date: _____
Annual Sales: \$_____

REFERENCES

3. **Company/Agency Name:** _____

Address: _____

Contact Person Name: _____

Contact Position Title: _____

Contact Telephone Number: _____

Email Address (if available): _____

Number of Units Installed: _____ Type of Vending Machines/Equipment: _____

Vending Service Agreement - Start Date: _____ Expiration or Expired Date: _____

Annual Sales: \$_____

4. **Company/Agency Name:** _____

Address: _____

Contact Person Name: _____

Contact Position Title: _____

Contact Telephone Number: _____

Email Address (if available): _____

Number of Units Installed: _____ Type of Vending Machines/Equipment: _____

Vending Service Agreement - Start Date: _____ Expiration or Expired Date: _____

Annual Sales: \$_____

REFERENCES

5. **Company/Agency Name:** _____

Address: _____

Contact Person Name: _____

Contact Position Title: _____

Contact Telephone Number: _____

Email Address (if available): _____

Number of Units Installed: _____ Type of Vending Machines/Equipment: _____

Vending Service Agreement - Start Date: _____ Expiration or Expired Date: _____

Annual Sales: \$ _____

6. **Company/Agency Name:** _____

Address: _____

Contact Person Name: _____

Contact Position Title: _____

Contact Telephone Number: _____

Email Address (if available): _____

Number of Units Installed: _____ Type of Vending Machines/Equipment: _____

Vending Service Agreement - Start Date: _____ Expiration or Expired Date: _____

Annual Sales: \$ _____

REFERENCES

7. **Company/Agency Name:** _____

Address: _____

Contact Person Name: _____

Contact Position Title: _____

Contact Telephone Number: _____

Email Address (if available): _____

Number of Units Installed: _____ Type of Vending Machines/Equipment: _____

Vending Service Agreement - Start Date: _____ Expiration or Expired Date: _____

Annual Sales: \$ _____

8. **Company/Agency Name:** _____

Address: _____

Contact Person Name: _____

Contact Position Title: _____

Contact Telephone Number: _____

Email Address (if available): _____

Number of Units Installed: _____ Type of Vending Machines/Equipment: _____

Vending Service Agreement - Start Date: _____ Expiration or Expired Date: _____

Annual Sales: \$ _____

APPENDIX 4

PROPOSED SUB-CONTRACTORS

If Proposer proposes to use a subcontractor for any part of this contract, the following information must be provided:

- 1. **Sub-Contractor Name:** _____
Address: _____
Contact Name: _____
Contact Telephone Number: _____
Function of Sub-Contractor and:
Type of Services Being Provided _____

- 2. **Sub-Contractor Name:** _____
Address: _____
Contact Name: _____
Contact Telephone Number: _____
Function of Sub-Contractor and:
Type of Services Being Provided _____

- 3. **Sub-Contractor Name:** _____
Address: _____
Contact Name: _____
Contact Telephone Number: _____
Function of Sub-Contractor and:
Type of Services Being Provided _____

APPENDIX 5

PROPOSED VENDING MACHINES/EQUIPMENT LIST

Failure to provide the required equipment list and brochures may result in the proposal being determined non-responsive

	Manufacturer Name and Model Number	Year of Manufacture	Inventory Quantity	Vends Type (Beverage, Snack, Food)	Selection Capacity- Number of Selection	Selection Capacity - Total Number of Items	Energy Efficiency Technology (i.e. Energy Star, Vending Miser)
Example	ABVR - AB32/474	2016	10	Snack	32	474	Energy Star Compliant
	Dixie/Narco DNCB 448-7	2017	5	Beverage	7	448/196	Energy Star Compliant



VOLUNTARY MORATORIUM ON CAMPAIGN CONTRIBUTIONS

In accordance with Dallas County's Transparency Policy, parties interested in responding to this RFP/RFQ are encouraged to sign this statement indicating your willingness to temporarily refrain from making any donation to any Dallas County elected official or candidate for office whose office (or potential office) has any involvement in the selection process for the associated contract during the pendency of the RFP/RFQ through thirty (30) days after the contract is awarded.

We hereby agree as stated;

Firm Name:

Signature and Title of Individual Authorized to Bind Company:

_____ Title: _____

Print Name:

Date:

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and Dallas County.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)
			<input type="checkbox"/> Controlling <input type="checkbox"/> Intermediary
			This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted.
			https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) _____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

**DALLAS COUNTY
INSURANCE REQUIREMENT AFFIDAVIT
THIS FORM IS NOT A SUBSTITUTE FOR THE REQUIRED POLICY AND/OR STATE APPROVED
CERTIFICATE OF INSURANCE FORM**

To Be Completed By Insurance Agent/Broker and Bidder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this bid document. If the Bidder shown below is awarded this contract by Dallas County, I will be able to, within ten (10) days after contract award and prior to commencement of services, meet all of the insurance requirements in this bid.

Insurance Coverage Reviewed: _____

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/Zip: _____

Telephone No: (____) _____

Fax No: (____) _____

Bidder's Name and Company: _____

Project/Bid No. and Title: _____

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will have my insurance agent provide this information to Dallas County, meeting all requirements within ten days of notification of award.

If the above ten day requirement is not met, Dallas County reserves the right to cancel the contract for non-performance. If you have any questions concerning these requirements, please contact the Dallas County Human Resource / Civil Service's Risk Manager at 214-653-7668.

Insurance Agent/Broker Signature: _____

Date: _____

Bidder's Signature: _____

Date: _____

WAIVER OF WORKERS' COMPENSATION INSURANCE AFFIDAVIT

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority personally appeared
individually and doing business as
who after
being by me first duly sworn, deposed and stated as follows:

1. "My name is _____ appearing herein individually
and as president and sole owner of
I am over 21 years of age, of
sound mind, authorized and fully competent to make this affidavit. I have never been convicted of a felony or misdemeanor
involving moral turpitude. I have personal knowledge of the facts and representations stated for the reasons stated herein,
and such facts and representations are true and correct.

2. "My name is _____. I am president and
soleownerof _____
located at _____. Dallas
County issued Solicitation No. _____ (hereinafter "Bid/RFP"). Bid/RFP provisions required the
successful contractor to maintain Workers' Compensation Insurance Coverage meeting the requirements and coverage
amounts as established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code. I do not maintain
Workers' Compensation Insurance as required by the proposed bid. I am ineligible for purchasing Workers' Compensation
Insurance as required by the proposed bid in that I do not meet the minimum requirements to purchase such insurance for
the following reasons: _____.
Further affiant sayeth not."

Name Company

SWORN TO AND SUBSCRIBED TO BEFORE ME, on this ____ day of _____,
20_____.

Notary Public in and for the State of Texas

Commission Expires

Please duplicate the enclosed label and affix to the outside of your sealed submittal envelope/package or cut along the outer border and affix this label to the outside of the submittal envelope / package to identify it as a "Sealed Bid/Proposal". Be sure to include the name of the company submitting the response where requested.



SEALED BID/PROPOSAL • DO NOT OPEN

Title: Request for Proposal for Beverage, Snack and Food Vending Machine Services

Solicitation Number: RFP 2026-024-7109

Due Date and Time: Thursday, May 21, 2026 @ 2:00 P.M.

Submitted By

Company Name: _____

Contact Name: _____

Telephone Number: _____

Contact and Delivery Information Contact

**Paige Robinson, Contract
Specialist**

Paige.Robinson@dallascounty.org

214.653.2873

Dallas County Purchasing Department

500 Elm Street, 5th Floor, Suite 5500

Dallas, Texas 75202

Category 1: Beverage Machines (Canned and/or Bottled)	Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)	Vendi
1. Can Soft Drinks and Teas		\$
2. Bottled Soft Drinks and Teas		\$
2. Bottled Water		\$
3. Isotonic Drinks		\$
4. Energy Drinks		\$
5. Other Beverage Options that are available (Please Specify)		\$

Note: A comprehensive price list must be provided, showing all beverages that

**Contractor shall pay fixed Commission Rate _____% of Gross Sales o
(Note: The fixed percentage commission rate must remain firm throug**

Minimum Annual Guarantee: Beverage/ Snack Vending \$

Category 2: Snack	Item Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)	Vendi
1. Chips - Small Bag		\$
2. Chips - Large Bag		\$
3. Chips - Gourmet Type		\$

4. Cookies Note: Please state the number of cookies per package or number of ounce per service package size in the next column		\$
5. Sandwich Crackers Note: Please state the number of crackers per package or number of ounce per service package size in the next column		\$
6. Pastry Items - Single Serve		\$

Note: A comprehensive price list must be provided, showing all beverages that

**Contractor shall pay fixed Commission Rate _____% of Gross Sales o
(Note: The fixed percentage commission rate must remain firm through**

Minimum Annual Guarantee: Beverage/ Snack Vending \$

Category 2: Snack	Item Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)	Vendi
7. Popcorn (Microwave)		\$
8. Peanuts		\$
9. Cashews		\$
10. Trail Mix		\$
11. Candy - Standard Size		\$
12. Candy - Large or King Size		\$

13. Gum Note: Please state the number of gum pieces per individual package in the next column		\$
14. Mints Note: Please state the number of mints per individual package in the next column		\$
15. Fruit Snacks		\$
16. Other Snack Optional Available (Please Specify)		\$

Note: A comprehensive price list must be provided, showing all beverages that name.

**Contractor shall pay fixed Commission Rate _____% of Gross Sales o
 (Note: The fixed percentage commission rate must remain firm throug
 Minimum Annual Guarantee: Beverage/ Snack Vending \$**

Category 3: Cold and Fresh Foods	Item Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)	Vendi
1. Deli Sandwiches		\$
2. Burgers		\$
3. Hot Dogs		\$
4. Burritos		\$
5. Wraps		\$
6. Pre-Packaged Meals/Entrée		\$

7. Pizza		\$
8. Single Serve - Tuna Salad and Crackers		\$
9. Single Serve - Chicken Salad and Crackers		\$

Note: A comprehensive price list must be provided, showing all beverages that

Contractor shall pay fixed Commission Rate ____% of gross sales on f
(Note: The fixed percentage commission rate must remain firm through

Minimum Annual Guarantee: Beverage/ Snack Vending \$

COMMISSION BASED

Category 3: Cold and Fresh Foods	Item Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)	Vendi
10. Fresh Salads		\$
11. Fresh Fruit (i.e.: Apple, Oranges, Bananas, etc.)		\$
12. Muffins		\$
13. Bagels		\$
14. Breakfast Food Sausage and Biscuit		\$
15. Breakfast Food Specify Type:		\$

16. Fruit Juices (i.e.: orange, apple, cranberry, grape, vegetable, etc..)		\$
17. Milk		\$

Note: A comprehensive price list must be provided, showing all beverages that

**Contractor shall pay fixed Commission Rate ____% of gross sales on f
 (Note: The fixed percentage commission rate must remain firm throug**

Minimum Annual Guarantee: Beverage/ Snack Vending \$

Category 1: Beverage Machines (Canned and/or Bottled)	Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)	Vendi
1. Can Soft Drinks and Teas		\$
2. Bottled Soft Drinks and Teas		\$
2. Bottled Water		\$
3. Isotonic Drinks		\$
4. Energy Drinks		\$
5. Other Beverage Options that are available (Please Specify)		\$

Note: A comprehensive price list must be provided, showing all beverages that

Contractor shall pay fixed Commission Rate ___% of gross sales on food and beverage sales. (Note: The fixed percentage commission rate must remain firm throughout the term of the contract.)

Minimum Annual Guarantee: Beverage/ Snack Vending \$

Category 2: Snack	Item Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)	Vending Price
1. Chips - Small Bag		\$
2. Chips - Large Bag		\$
3. Chips - Gourmet Type		\$
4. Cookies Note: Please state the number of cookies per package or number of ounce per service package size in the next column		\$
5. Sandwich Crackers Note: Please state the number of crackers per package or number of ounce per service package size in the next column		\$
6. Pastry Items - Single Serve		\$

Note: A comprehensive price list must be provided, showing all beverages that will be available for vending.

Contractor shall pay fixed Commission Rate ___% of gross sales on food and beverage sales. (Note: The fixed percentage commission rate must remain firm throughout the term of the contract.)

Minimum Annual Guarantee: Beverage/ Snack Vending \$

Category 2: Snack	Item Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)	Vending Price

7. Popcorn (Microwave)		\$
8. Peanuts		\$
9. Cashews		\$
10. Trail Mix		\$
11. Candy - Standard Size		\$
12. Candy - Large or King Size		\$
13. Gum Note: Please state the number of gum pieces per individual package in the next column		\$
14. Mints Note: Please state the number of mints per individual package in the next column		\$
15. Fruit Snacks		\$
16. Other Snack Optional Available (Please Specify)		\$

Note: A comprehensive price list must be provided, showing all beverages that Contractor shall pay fixed Commission Rate ___% of gross sales on food. **percentage commission rate must remain firm throughout the term of**

Minimum Annual Guarantee: Beverage/ Snack Vending \$

Category 3: Cold and Fresh Foods	Item Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)	Vendi

1. Deli Sandwiches		\$
2. Burgers		\$
3. Hot Dogs		\$
4. Burritos		\$
5. Wraps		\$
6. Pre-Packaged Meals/Entrée		\$
7. Pizza		\$
8. Single Serve - Tuna Salad and Crackers		\$
9. Single Serve - Chicken Salad and Crackers		\$

Note: A comprehensive price list must be provided, showing all beverages that

**Contractor shall pay fixed Commission Rate ___% of gross sales on for
percentage commission rate must remain firm throughout the term of**

Minimum Annual Guarantee: Beverage/ Snack Vending \$

Category 3: Cold and Fresh Foods	Item Size (i.e.: 8 oz., 12 oz., 16 oz., 20 oz., etc...)	Vendi
10. Fresh Salads		\$

11. Fresh Fruit (i.e.: Apple, Oranges, Bananas, etc.)		\$
12. Muffins		\$
13. Bagels		\$
14. Breakfast Food Sausage and Biscuit		\$
15. Breakfast Food Specify Type:		\$
16. Fruit Juices (i.e.: orange, apple, cranberry, grape, vegetable, etc..)		\$
17. Milk		\$

Note: A comprehensive price list must be provided, showing all beverages that

**Contractor shall pay fixed Commission Rate ___% of gross sales on for
percentage commission rate must remain firm throughout the term of**

Minimum Annual Guarantee: Beverage/ Snack Vending \$

ing Price	Brand and Product Name Proposing (i.e.: Dr. Pepper, Coca-Cola Sprite, Welch Grape, Frito Lay - Doritos, Kettle Chins - Plain)

t are available sales by manufacturer name.

on Beverage Machine Sales
ghout the term of the contract agreement)

ing Price	Brand and Product Name Proposing (i.e.: Dr. Pepper, Coca-Cola Sprite, Welch Grape, Frito Lay - Doritos, Kettle Chins - Plain)

are available sales by manufacturer name.

Food machine sales
throughout the term of the contract agreement)

Unit Price	Brand and Product Name Proposing (i.e.: Dr. Pepper, Coca-Cola Sprite, Welch Grape, Frito Lay - Doritos, Kettle Chips - Plain)

are available sales by manufacturer name.

**Loss sales on food machine sales
(throughout the term of the contract agreement)**

Selling Price	Brand and Product Name Proposing (i.e.: Dr. Pepper, Coca-Cola Sprite, Welch Grape, Frito Lay - Doritos, Kettle Chips - Plain)

Not available sales by manufacturer name.

**Food machine sales (Note: The fixed
of the contract agreement)**

Selling Price	Brand and Product Name Proposing (i.e.: Dr. Pepper, Coca-Cola Sprite, Welch Grape, Frito Lay - Doritos, Kettle Chips - Plain)

t are available sales by manufacturer name.

**od machine sales (Note: The fixed
f the contract agreement)**