

Notice

Basic Information

Reference Number	0000403580
Issuing Organization	Dallas County
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	2026-005-7090
Title	Housing Services for Homeless Criminal Justice – Involved Clients
Source ID	PU.AG.USA.2438.C20523701
Piggyback Solicitation	No

Details

Location	Dallas County, Texas
Purchase Type	Duration:5 years
Description	The intent of this Request for Proposal is to establish a five-year term contract with certified boarding home providers to offer transitional housing for individuals referred through various Dallas County Criminal Justice Department (DCCJD) programs. These services will support participants in reentry and diversion initiatives, including the Housing Services for Homeless Criminal Justice Involved Clients (HSH-CJC) program, funded through the Bureau of Justice Assistance Second Chance Housing grant. The goal is to provide safe, stable housing that promotes self-sufficiency, supports successful community reintegration, and reduces homelessness among justice-involved individuals in Dallas County.

*** BID READIG LINK***

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MmEwODQ0ZGEtZmNkYy00YzdkLTk1MjltNzZlOGY5NjA5ZGQ4%40thread.v2/0?context=%7B%22Tid%22%3A%2251adcfad-72f1-479c-b28f-52412e04014b%22%2C%22Oid%22%3A%226f7e6e0d-1f84-43a8-a037-c8b93e424cb8%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&btype=a&role=a

Dates

Publication	11/06/2025 02:40 PM CST
Question Acceptance Deadline	11/19/2025 03:00 PM CST
Questions are submitted online	Yes
Closing Date	12/11/2025 02:00 PM CST

Prebid Conference	11/19/2025 11:00 AM CST
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Contact Information

Paige Robinson
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Kimberly Gould
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kimberly.gould@dallascounty.org

Buyer Preferences, Guidelines & Requirements

General Requirements

- FOB Destination

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended
Event date	11/19/2025 11:00 AM CST
Location	Microsoft Teams

Event Note

Microsoft Teams Need help?
Join the meeting now
Meeting ID: 222 324 507 733

Dial in by phone
+1 469-208-1731,,603255418# United States, Carrollton
Find a local number
Phone conference ID: 603 255 418#
For organizers: Meeting options | Reset dial-in PIN

Bid Submission Process

Bid Submission Type Electronic or Physical Bid Submission

Pricing Item Based

Pricing Item Based

Supplier can place No Bid on an Item No

Bid Documents List

Item Name	Description	Mandatory	Limited to 1 file
Complete Proposal Submission	Attach completed proposal here	Yes	No
SBE Forms	Attach completed Attachment S - Small Business Enterprise (SBE) Forms	Yes	No
W-9	2025 W-9 completed within the last month	No	No
Letter of Reference	Optional Letter of Reference	No	No
Pricing Sheet	Attach completed Attachment A - Pricing spreadsheet here	Yes	No
Exceptions or Additional Documents	Please submit any additional documents	No	No

Documents & Items

Documents

Document	Size	Uploaded Date	Language
RFP Terms and conditions .pdf [pdf]	174 Kb	12/19/2024 11:16 AM CST	English
SBE_Language_for_RFP_02.2024_ATTACHMENT_S.pdf [pdf]	540 Kb	12/19/2024 11:17 AM CST	English
RFP-Cost Sheet-Housing for Homeless Criminal Justice Involved Clients .xlsx [xlsx]	10 Kb	11/06/2025 10:40 AM CST	English
2026-005-7090-RFP Housing Services for Homeless Criminal Justice.pdf [pdf]	937 Kb	11/06/2025 02:35 PM CST	English

Items

No	Description	UOM	Qty
1	Year One Cost of housing participant as required and described in RFP Brand Preference: Not Applicable - Service Item	Day	1820
2	Year Two Cost of housing participant as required and described in RFP Brand Preference: Not Applicable - Service Item	Day	1820
3	Year Three Cost of housing participant as required and described in RFP Brand Preference: Not Applicable - Service Item	Day	1820
4	Year Four Cost of housing participant as required and described in RFP Brand Preference: Not Applicable - Service Item	Day	1820
5	Year Five Cost of housing participant as required and described in RFP Brand Preference: Not Applicable - Service Item	Day	1820

Categories

Selected Categories

NIGP Categories (2)	
952	HUMAN SERVICES
95255	Homelessness Prevention Services Homelessness Prevention Services
95249	Halfway Housing Halfway Housing

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Courtesy Email

Sent using email addresses

duncangenerics@gmail.com;rfigueroa@servitasgroup.com;sfernandez@servitas.com
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RFP TERMS AND CONDITIONS

INCORPORATION OF PROPOSAL INTO THE CONTRACT

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

ENTIRE AGREEMENT

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

a) BINDING EFFECT

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

b) FORMAL REQUIREMENTS CONTRACT NECESSARY

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

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

c) ORDER OF PRECEDENCE

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

d) FORCE MAJEURE

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

e) FAIR LABOR STANDARDS

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

CONTRACT TERM

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

ACCEPTANCE – REJECTION

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

COMPLIANCE WITH LAWS AND VENUE JURISDICTION

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

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

FISCAL FUNDING

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

BEST PRICE IN THE COUNTY

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

PERMITS AND LICENSES

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

INDEMNIFICATION

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

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

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

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

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

TAXES

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

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

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

SALARIES AND EXPENSES RELATING TO THE SUCCESSFUL PROPOSERS EMPLOYEES

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

WITHHOLDING/RETURN OF PAYMENT

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

PAYMENT TERMS

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

ASSIGNMENT

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

AMENDMENTS AND CHANGES IN THE LAW

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

NOTICES

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

INDEPENDENT CONTRACTOR

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

SUBCONTRACTING

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

LITIGATION

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

SOVEREIGN IMMUNITY

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

DEFAULT/CUMULATIVE RIGHTS/MITIGATION

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

LIABILITY FOR LOSS OF INFORMATION

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

TERMINATION FOR CONVENIENCE

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

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

TERMINATION FOR INSOLVENCY

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

TERMINATION FOR DEFAULT

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

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

TERMINATION FOR NON PERFORMANCE

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

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

MONETARY RESTITUTION

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

SEVERABILITY

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

PROPOSER'S PROFESSIONAL WARRANTIES

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

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

ASSURANCES

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

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

RECORD KEEPING AND AUDIT

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

AVAILABILITY AND RETENTION OF RECORDS

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

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

ADEQUACY OF RECORDS

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

AUDIT DISALLOWANCE

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

CONFLICT OF INTEREST

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

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

ANTI-KICKBACK CLAUSE

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

POLITICAL ACTIVITY PROHIBITED

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

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

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

COLLUSION

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

NEPOTISM

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

NON-DISCRIMINATION/AFFIRMATIVE ACTION

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

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

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

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

SECTARIAN ACTIVITY

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

FEDERAL DEBARRED VENDORS

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

DISCLOSURE FORM CIQ

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

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

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

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

AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS

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

USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS

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

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

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

COUNTERPARTS, NUMBER/GENDER AND HEADINGS

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

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

RFP

ATTACHMENT S
SBE PROGRAM AND FORMS



SBE LANGUAGE FOR RFP SOLICITATIONS

REQUEST FOR PROPOSAL (RFP)

7.0 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

7.1. Definitions.

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

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

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

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

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

7.2 SBE Goals, Good Faith Efforts and Eligibility.

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

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

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

7.3 SBE Scoring

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

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

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

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

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

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

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

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

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

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

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

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

**MANDATORY
SBE SOLICITATION ATTACHMENTS**



SMALL BUSINESS UTILIZATION AFFIDAVIT

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

Small Business Enterprise Participation Goals

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

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

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

Solicitation Number: _____

Company Name: _____

Typed or Printed Name of Certifying Official of Company

Date

Signature of Certifying Official of Company

Title



Small Business Enterprise Program Utilization Form

Solicitation/Project Name: _____ Solicitation #: _____

Firm Name: _____ Firm Phone # _____

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

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

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

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

Utilization Plan

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

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

Small Business Enterprise

[Records Building](#) - 500 Elm Street, Suite 0300, Dallas, TX 75202

Telephone: (214) 653-6021 | E-Mail: sbe@dallascounty.org



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

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

For Use by SBE Office Only

SBE Compliance Officer: _____ Date: _____

SBE Notes:



Good Faith Efforts Form

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

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

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

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

Vendor List Accessed	Date of Access

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

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

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

Small Business Enterprise

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



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

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

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

Publication Name	Date of Publication

Prime Printed Name: _____

Title: _____

Signature: _____

Date: _____

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 #: _____

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

to _____
Prime Contractor on the project

SBE subcontractor is certified by the following agency: _____DFW Minority Supplier Development Council _____NCTRCA _____Women's Business Council SW

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

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

Total Contract Amount for prime: \$ _____

Estimated Work Start Date: _____

Sub Participation Amount: \$ _____ %

Estimated Work End Date: _____

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

Officer's Signature (Prime Contractor)

Officer's Signature (Subcontractor)

Printed Name (Prime Contractor)

Printed Name (Subcontractor)

Title (Prime Contractor)

Title (Subcontractor)

Date

Date

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

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

Description	Unit of Measure	Estimated Five-year Quantiy	Year-one Quantity	Year-one Unit Price
Cost of housing participant as required and described in RFP	Daily	9100	1820	\$ -

Year-one Total	Year-two Quantity	Year-two Unit Price	Year-two Total	Year- three Quantit	Year- three Unit Price	Year- three Total
\$ -	1820		\$ -	1820		\$ -

Year-four Quantity	Year-four Unit Price	Year-four Total	Year- fiver Quantity	Year-five Unit Price	Year-five Total	Five-year Extended Total
1820		\$ -	1820		\$ -	\$ -

Solicitation Number No.: RFP 2026-005-7090

Pre-Proposal Meeting Date: November 19, 2025 @ 11:00 AM

(CST)

Project Title: Housing Services for Homeless Criminal Justice – Involved Clients

Proposal Due Date: December 11, 2025 @ 2:00 PM (CST)



REQUEST FOR PROPOSAL

Housing Services for Homeless Criminal Justice – Involved Clients

(CST)

Project Title: Housing Services for Homeless Criminal Justice – Involved Clients

Proposal Due Date: December 11, 2025 @ 2:00 PM (CST)

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Introduction, Purpose, and Intent

The Dallas County Criminal Justice Department (DCCJD) is charged with helping to keep the Dallas County Commissioners Court and County Administration aware of criminal justice issues, ensures the criminal justice system functions efficiently and effectively from jail book-in through case disposition and release. The DCCJD accomplishes this goal by facilitating strategic planning with the use of evidence-based diversion strategies and partnerships among both internal criminal justice partners and community stakeholders. The DCCJD works to develop community partnerships and create reentry programs such as Frequent Users System Enhancement (FUSE) program, which are geared toward focusing on addressing barriers for individuals who identify as being unsheltered to possibly decrease future interactions with law enforcement and jail arrest. Vendors can request information regarding the FUSE program details from the DCCJD. These partnerships and programs aim to help reduce the number of inmates that are released back into the community as an unsheltered person and receive shelter and support services to become self-sufficient and productive Dallas County citizens.

The intent of this Request for Proposal (RFP) is to establish a five-year service price agreement for transitional housing with certified boarding home providers to house individuals referred from various Dallas County programs. The goal is for program funding to pay for housing, with the intent that this assistance will help the individual in becoming permanently housed and aid toward self-sufficiency. Vendor(s) payment from the DCCJD will cease once the participant's program term has been completed or the participant or Vendor has violated any regulations set forth in this RFP.

Program participant's children will not be able to be housed while the participant is in the program. After program completion, and the Vendor allows for family housing, then the participant can work with Vendor to coordinate arrangements for their children to reside at that location. If Vendor provides youth or family housing, it should be specified in the RFP response. The DCCJD will only pay for the participant's housing stay while in the program. The participant will be expected to complete all program requirements for the DCCJD to continue monthly housing payment throughout their program term. The DCCJD will not be responsible for participant's children staying with them or any payment associated with the children's stay at the Vendor location.

The DCCJD is looking for boarding home Vendor(s) to provide housing for referrals as part of its Housing Services for Homeless Criminal Justice Involved Clients (HSH- CJC), which is part of a Bureau of Justice Assistance Second Chance Housing grant award. This RFP will also establish Vendors that can be utilized for any current or future reentry and support service program models, funded by any current awarded or future grant award funders. If those programs are presently operating, they will be referenced by their program name within this document.

Specifications for Scope of Work**Target Referral Population:**

Individuals referred will not be registered sex offenders, unless awarded Vendor is legally permitted to provide housing to sex offenders. Individuals referred may also have persistent and reoccurring mental health needs. Individuals referred may have medical needs but will be screened to ensure they can complete activities of daily living (ADLs). Referrals will be serviced on a first-come, first serve basis.

All individuals referred will be at least 18 years of age and will either self-report or have documented housing needs. If the Vendor has gender or age restrictions, these must clearly be specified in the RFP response.

The HSH-CJC program will aim to house a minimum of 14 participants annually. The total number served annual may adjust depending on recommended length of stay. BJA grant the incentive payouts and based on grant approved incentive payment structure. The HSH-CJC program will provide individualized transitional housing and support

services for participant's during their program stay. To be eligible for housing payment services, participant's must meet the following eligibility requirements: **1)** Participant's must self-report homelessness/unshelteredness, **2)** Have one (1) booking at the Lew Sterrett Justice Center, **3)** Registered sex offenders can be accepted into the program based on the Vendor's city zoning requirements for housing sex offenders, **4)** Need a higher level of care other than shelter stays or secluded housing such as a boarding home, **5)** They must also complete the other requirements throughout the RFP i.e. checklist requirements, tiered incentives, complete all required MH/Substance Abuse/Medical treatments toward self-sufficiency.

All individuals referred will voluntarily agree to participate in the HSH-CJC program and boarding home placement. Individuals may also be referred from either a court-ordered program or housing conditions. Court-ordered participants who are mandated to participate must follow all court stipulations, remained housed, actively working with case management, mental health, substance abuse services, and complete any other program requirements listed within this document to remain housed and in the program. If the participant is not actively completing the HSH-CJC program or court-ordered requirements, they will be removed from the HSH-CJC program and the DCCJD will stop Vendor payment.

Non-City of Dallas Vendor Bids

- The project will be conducted under the jurisdiction of Dallas County, and if located within the City of Dallas, should be licensed through the City of Dallas. Bids from Vendors not located in the City of Dallas will be considered and must demonstrate the capability to fulfill all responsibilities outlined in this Request for Proposal (RFP) as well as any future terms and conditions specified in the awarded contract. Vendors applying from other municipalities within Dallas Counties should comply with any license requirements or other requirements outlined for boarding homes within their municipality and be registered with Dallas County.

Boarding Home Program Guidelines:

- Vendor agrees to adopt protocols for standards of care as specified by the HSH-CJC program, as well as the most recent Public Health Service Guidelines for the provision of housing.
- The Vendor will provide qualified and trained personnel who meet the relevant government job title requirements as per City or State ordinances. These personnel will be present on-site to deliver 24-hour supervision, seven days a week, ensuring effective facility control, security, and the safety of participants.
- A criminal background check shall be completed for each employee including consultants, independent Vendors including their employees, agents, and volunteer workers who work on a routine basis at the Facility within 14 days prior to being assigned by the Vendor to the Facility. Criminal background checks are the responsibility of the Vendor to complete and need to be provided to the Dallas County contract manager/contact within 14 days prior to being assigned by the Vendor to the Facility to allow time for review and response.
- The results of the criminal background checks must be acceptable to the Dallas County referring program and shall be maintained on file at the Facility. Applicants who are currently on probation for a misdemeanor assaultive offense or who have a felony conviction shall not be eligible for employment at the facility. Exception to felony conviction must be approved by the Dallas County Procurement department.
- The Vendor shall maintain a satisfactory pre-employment drug test on each employee.
- The Vendor is responsible for (the conduct and behavior of all persons working at the facility (including

consultants, independent Vendors and their employees and agents and volunteer workers). Should a violation occur, the Vendor shall take corrective action acceptable to Dallas County. The Vendor shall notify Dallas County of employees who resign while under investigation for inappropriate conduct within 72-hours.

- The Vendor shall immediately notify Dallas County of any employee who has been arrested, indicted, or charged with a criminal offense. Such employee shall not be permitted to return to duty until authorized to do so by the Program.
- The Vendor shall operate and maintain the facility in compliance with all applicable federal, state, and local safety and fire codes, Texas Department of Criminal Justice (TDCJ) policy statements and Americans with Disability Act Standards. The Vendor shall establish a risk management program and written procedures that include, but not be limited to, occupational safety and health, environmental and emergency management.
- The Vendor shall maintain the physical facility in compliance with all applicable codes, including, but not limited to, the National Electric Code, Uniform Plumbing Code, Uniform Mechanical Code, National Fire Protection Association (NF. P A) 101 (Life Safety Code), and local zoning ordinances.
- The Vendor shall establish an emergency fire plan and written procedures for the safe evacuation of court participant and staff. Each new participant shall be briefed on evacuation procedures during orientation.
- Written emergency fire exit plans shall be posted in all common areas including meeting rooms, dining rooms and hallways.
- Fire drills requiring evacuation of the entire facility shall take place quarterly with written documentation to include the time, date, amount of time to evacuate the building, and the number of participants evacuated. Any problem areas identified during the drill shall also be noted on the report. This report shall be signed by Vendor's employee(s) conducting the drill.
- The Vendor shall complete an injury report to the DCCJD in the event of an injury to a program participant. The Vendor shall take appropriate actions to address the nature of the injury, including administering first aid and seeking medical care as the situation warrants. The Vendor must forward the completed injury report to the DCCJD referring program within **48- hours** following the injury.

Federal or State Compliance Requirements, Visitation, Inspections; and Utility & Other Services

Federal or State Compliance Requirements, Visitation, Inspections

The Vendor is required to comply with and maintain adherence to all applicable federal, state, county, and city laws, health, fire codes, regulations, policies, and guidelines as communicated to them by the relevant authorities. This compliance is essential to ensure that the Vendor meets the operational, legal, and safety standards mandated by these parties. The DCCJD will not be held liable for any consequences arising from inspections conducted by these authorities. Should the results of such inspections pose any physical or mental harm to participants, the DCCJD reserves the right to terminate the Vendor's contract, resulting in the removal of the participant from the Vendor's facility. Payments to the Vendor will be made only for days on which participants use the Vendor's services, based on the notice of non-compliance issued by the aforementioned authorities. If the Vendor is aware of any violations from these authorities prior to a participant's stay and fails to notify the DCCJD within **24 to 48 hours** of the participant's arrival, thereby allowing the participant to be housed, the Vendor's payment will be canceled. Any payments made must be returned to the DCCJD within **48 hours**, or legal action may be pursued.

In the event the Vendor must temporarily close their facility for repairs or inspection violations, it is their obligation to secure alternative housing for the participant. The Vendor must notify the DCCJD in writing within **24-hours** regarding the following: **1)** The nature of the repairs, **2)** The estimated timeframe for completion, and **3)** The new housing location for the participant. The Vendor will be responsible for all associated costs of the new housing arrangement, as neither the DCCJD nor the participant will incur any additional fees. Should the Vendor fail to arrange housing for the participant within the stipulated **24-hour** period, the contract may be subject to termination, and payment to the Vendor will be limited to the days when the participant utilized the Vendor's services. The Vendor will also be responsible with assisting participants in finding new housing placements either at no cost or by utilizing their monthly Vendor payment or any available funding that is available to Vendor for alternate living arrangements. If paid housing options are not available, the DCCJD will retain all program balances and allocate them according to Bureau of Justice guidelines, while also aiding in the participant's placement in available free housing options, such as shelters or boarding home placement. If boarding home placement is made, the DCCJD will utilize the Vendor's monthly payment to distribute payment for their stay while the Vendor's location is being repaired.

Utility & Other Services

The Vendor shall be solely responsible for providing all utilities and services related to their offerings. DCCJD and the participant shall not bear any responsibility for these services. Should the Vendor fail to deliver the required services, the DCCJD reserves the right to terminate the contract, and the participant will be rehoused at no cost. In the event of a natural disruption of electricity, the participant is required to utilize battery-operated lighting or appliances and is prohibited from using any open flames. The participant must adhere to all safety regulations as outlined by the Vendor. The DCCJD shall not be held liable for any of the aforementioned matters.

Operational Plan.

- The facility site shall comply with all local, city and county ordinances. The Vendor shall be required to provide' written documentation regarding community acceptance and public hearing for facility site in accordance with Texas Government Code Section 509.010 and Local Government Code, Chapter 244.
- The facility site shall be accessible to adequate community resources.
- The facility size shall meet the needs of the program and comfortably accommodate the number of participants it serves. The facility shall be kept clean and in good repair.
- The number of square feet per participant shall be in accordance with local building codes and shall be at least forty (40) square feet per participant in sleeping areas. If bunk beds are utilized at least sixty (60) square feet shall be required. Bathrooms, closets, and hall space shall not be included in the square foot requirements for sleeping areas.
- Each participant shall have access to an individual storage area or drawer for private articles.
- There shall be at least one (1) toilet (all of which must have seats), for every ten (10) participants of the facility. There shall be at least one (1) wash basin for every eight (8) participants of the facility. There shall be at least one (1) shower or bathtub for every fifteen (15) participants of the facility. The stated ratios shall be determined, based on the total facility capacity, regardless of the number of actual participants. All the bathroom facilities shall be maintained and in operating condition.

- Adequate heat, air conditioning, light and ventilation shall be provided in all rooms including hallways, bathroom, bedrooms, dining rooms and activity rooms.
- Separate activity rooms shall be made available to participants in the facility for the purpose of meetings and recreational activities, such as TV, radio, library, table games, etc.
- Extension cords shall not be used as a substitute for fixed wiring.
- The Vendor shall, at its own expense, maintain the physical structure of the facility and all tangible personal property contained therein, including all maintenance related to structural conditions or defects as well as ordinary routine maintenance, and shall in so doing maintain, preserve, and keep the facility in good repair, working order and condition, subject to normal wear and tear, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals.
- Promptly after occurrence of any damage or loss to the facility that materially affects the continued operation of the facility, Vendor shall notify DCCJD of such loss or damage within **24-hours**. DCCJD has sole discretion to determine whether to continue the contract.
- Vendor shall furnish the facility with the appropriate furniture for the number of participants at the facility. At a minimum, the participant shall be provided proper bedding and storage space for clothing and personal articles.

Sanitation and a Safe and Habitable Property:

The Vendor responsibilities include:

- The Vendor shall ensure the property meets governmental health and safety standards and is habitable.
- Ensure the structural integrity of the property (floors, stairs, walls, roof).
- Clean and maintain shared common areas such as hallways and stairwells, to be in safe conditions.
- Maintain essential systems such as plumbing, electrical, heating, ventilation, and air conditioning in good working order.
- Provide hot and cold running water.
- Address environmental hazards like lead-based paint dust or asbestos.
- Manage pest control effectively.
- If the participant does not comply to outline procedures provided to them by the Vendor relating to their responsibilities for cleaning and maintaining their living environment, the Vendor will inform disputes to the DCCJD in writing within **48-hours**. If the participant refuses to comply with those cleaning procedures outlined within **72-hours**, they will be removed from the program and placed into another available housing option based on availability and monthly housing expenses. The DCCJD will determine on a case-by-case basis if payment will or will not be used to make housing payment with another boarding home vendor.

Intake Requirements

- Vendor shall have written policies and procedures regarding intake for participants.
- Intake fees/deposits are strictly prohibited.
- Official program referral by the DCCJD is required for all HSH-CJC participants for program placement and boarding home housing payment of services. In the event Vendor accepts participants without appropriate program referral authorization, Vendor is at risk for not receiving payment for said services.
- Each participant shall be provided with information detailing the housing rules, policies and procedures and shall sign a receipt acknowledging such. Dallas County should receive a copy of this at the start of the contract period.

Laundry Facilities

- The Vendor shall provide operable washers, dryers, and detergent for court participants of the facility. The Vendor shall provide these facilities at no cost to the participants.
- The Vendor shall issue clean linen, bath, and hand towels to each participant upon arrival at the facility.
- Laundering of linens and clothing shall be in accordance with the Vendor's policies and procedures but also be made available to participants as necessary.
- No linen deposit/fees may be charged to the referred participant.
- Pillows and mattresses shall be sanitized with chemicals before being reissued to a newly received participant. Sanitizing chemicals for bedding must be approved by the Texas Department of State Health Services.

Transportation

The facility should be located so that participants have access to public transportation and are provided accessibility to employment and community treatment facilities, such as community mental health treatment providers, substance use disorder treatment providers, and other supportive resources. If Vendor provides transportation services, this should be specified in the RFP response, along with information on the limitations of the transportation provided.

Visitation

The Vendor should have policies and procedures regarding visitation, and a copy must be provided to Dallas County at the start of the contract period. Any updates to the policy must be submitted to Dallas County.

Guests and Visitation

For Participant Guests

- Awarded Vendors retain the authority to remove any guests or individuals from their premises if, in their sole discretion, such individuals are found to be in violation of the law, the Participant's Lease, Community Policies, if they are disturbing other participants, neighbors, visitors, or representatives of the owner. Additionally, Vendors may exclude from any outdoor or common areas, anyone who refuses to present photo identification or fails to identify themselves as a participant, an authorized occupant, or a guest of a specific participant. Participants are required to comply with all terms and policies established by the

Vendor. In cases where the Vendor does not have a guest policy, any guest of a participant may not remain on the premises for more than **one (1)** day per week without prior written consent from the Vendor, and no more than **two (2)** days in any given month.

For Participant Visitation away from Vendor Premises

Participants are permitted to leave the premises for guest visits. However, it is imperative that participants notify both the Vendor and the DCCJD in writing at least **three (3)** days prior to their intended departure. This notification must include the following information: **1)** The participant's full name, telephone number, and email address (if applicable). **2)** The name and contact number of the individual they will be visiting. **3)** The proposed exit and return dates. If a participant stays away for more than **three (3) days** without obtaining prior approval from both the Vendor and the DCCJD, their room will be considered vacant and may be allocated to another HSH-CJC participant. The previous participant will have **24-hours** to retrieve their personal belongings; otherwise, the Vendor reserves the right to remove all items to make room for the next participant. The DCCJD will pay for the participant's bed for a maximum of **three (3) days**, if the participant is: temporarily visiting or vacating the facility, or receiving physical health, mental health, or substance abuse treatment. After the **three (3) day** period, the vendor will no longer receive payment for holding the bed. The DCCJD assumes no liability-financial or otherwise- for any costs, damages, or claims arising beyond the **three-day** period, or for any issues that may occur during the participants absence.

Essentials

The Vendor shall provide, at its own expense, all supplies, including paper, pencils, building support items (cleaners, brooms, mops, etc.), and participant living quarters items (sheets, pillowcases, blankets, etc.) necessary to meet all applicable participant needs.

Discharge of Participants

The Vendor shall not terminate a referred participant's placement at the facility without the prior knowledge and consent of the DCCJD unless the participant poses a physical threat to the Vendor's employees and/or other participants. In the event a participant poses a physical threat to the Vendor's employees and/or other participants and has committed a criminal offense, the local law enforcement authority shall be contacted and requested to arrest the participant for the criminal offense. If local law enforcement assist, the participant's housing may be terminated without advance notice to the participant. Notification under these circumstances (when the participant poses a physical threat) shall be immediately provided to the DCCJD within **24-hours**. The Vendor will be issued payment from the participant's admittance to their dismissal date.

Vendor Contract Termination, Participant Program Removal and Refunds and Deductions Vendor Contract Termination

- The DCCJD reserves the right to terminate the Vendor contract at any time and for any reason, whether communicated verbally or in writing. To ensure effective communication, the Vendor is required to provide the DCCJD with a valid mailing address, phone number, and email address for multiple contact avenues. Payments to the Vendor will be issued solely for the days on which the participants utilize their facilities. Neither the Vendor nor the participant will receive any remaining Vendor monthly base or Incentive payout program balances; and all such funds will be retained by the DCCJD and utilized in accordance with Bureau of Justice guidelines. The DCCJD will manage any remaining housing monthly rental balances (please refer to the **Remaining Monetary Balances** section for definition) and assist participants in securing new housing placements, either at no cost or by utilizing the remaining program funds for alternative living arrangements, when feasible. If no paid housing options are available, the department will retain all program

balances and employ them according to Bureau of Justice guidelines, while facilitating the participant's placement in available free housing options, such as shelters.

Remaining Monetary Balances

In case the Vendor is no longer able to house the participant either due to contract termination, lack of participation in program requirements from the participant and being released from the program, non-compliance of any other requirements in this document from either the Vendor or Participant, or non-award of Vendor Incentive payouts the DCCJD will retain and oversee any remaining program balances and reallocate them according to the Bureau of Justice Assistance Agency (BJA) guidelines. The DCCJD is obligated to retain any remaining balances due to being the recipient of the Second Chance Act grant funding awarded by the Bureau of Justice Assistance Agency. For Vendor contract terminations, based on the termination date of the Vendor contract and the number of days the participant is housed at their location, will determine the amount of Vendor payment to issue.

Refunds and Deductions

- When a participant exits the program for any reason, whether with or without prior verbal or written notice, they will be promptly removed from the program. The participant will then have a **24-hour** period to retrieve their belongings. If they fail to do so, the Vendor will handle the removal, and the participant will incur any associated fees. The DCCJD will not be liable for any Vendor fees or damages incurred by the participant. Additionally, neither the Vendor nor the participant will receive any remaining program balances. Instead, the DCCJD will retain all program balances and use them in accordance with the guidelines set forth by the Bureau of Justice Assistance Agency. A participant may reapply for the program based on availability and their position on the waiting list.

Participant Program Removal

- The DCCJD reserves the right to remove a participant from the program at any time, whether through verbal or written communication. It is incumbent upon the participant to provide the department with their current mailing address, phone number, and email address to ensure effective communication. Upon removal, the participant will have **24-hours** to collect their belongings. The DCCJD will not be liable for any Vendor fees or damages incurred by the participant. Any remaining fees or charges billed directly to the participant, such as animal fees, will be invoiced by the Vendor. The DCCJD shall not assume responsibility for these outstanding balances, nor will it process any payments on behalf of the participant to the Vendor. Neither the Vendor nor the participant will receive any remaining program balances; instead, all program funds will be retained by the DCCJD and utilized in accordance with Bureau of Justice guidelines. Participants may be eligible to re-enter the program based on availability and their position on the waiting list.

Insurance

- The Vendor is responsible for providing comprehensive property insurance. Both the Vendor and the participant will need to independently address any losses related to property or personal belongings. The DCCJD disclaims any responsibility for damages to Vendor or participant property, personal belongings, or bodily injuries arising from theft, fire, flood, water damage, pipe leaks, natural disasters, or comparable events. Vendors submitting proposals acknowledge and accept these risks as their responsibility. Vendor

will meet any insurance requirements outlined by Dallas County in the finalized Vendor contract resulting from this solicitation.

Damages

- The participant shall be held accountable for any damages incurred to the Vendor's property. Neither the DCCJD nor the Vendor will assume liability for any damages caused by the participant.

Animals

- The presence of any living creatures, including animals, is strictly prohibited on the Vendor's premises, even temporarily, unless prior written permission has been granted. Should the Vendor permit animals, the participant must sign a separate Animal Addendum and, except what is outlined in the addendum, is responsible for paying an animal deposit, if applicable, and any additional monthly rental charges or fees as required. Housing or feeding stray, feral, or wild animals constitutes a violation of this Lease.
- **Kenneling Responsibilities:** When keeping or kenneling an animal, the participant assumes full responsibility for any damages, losses, illnesses, or deaths involving the animal. The participant shall also be responsible for all reasonable care and kenneling expenses. Neither the Vendor nor the DCCJD will be liable for any kenneling fees or damages incurred by the animal. The DCCJD disclaims any liability for damages caused by animals on Vendor property and will not be responsible for any financial charges related to participant-owned animals, should the Vendor grant permission for their presence.
- **Removal of Unauthorized Animals:** In the event of an unauthorized animal on the premises, the Vendor may take the following actions: **(1)** Provide a written notice of intent to remove the animal, placed in a conspicuous location within the boarding home, within **24-hours**; and **(2)** After the **24-hour** notice period, the Vendor may remove the animal and transfer it to a humane society, local authority, rescue organization, or kennel. The participant will bear all fees associated with the removal of the animal.
- **Service and Support Animals:** Participants must provide both the Vendor and the DCCJD with written documentation regarding the service or support animal. The stay of any service or support animal is subject to the Vendor's approval, and the participant will be held responsible for any fees or damages resulting from the animal's presence.

Fraternization

The DCCJD will not be liable for any outcomes that may arise from fraternization or romantic relationships involving program participants with staff or other participants. Vendors should provide the DCCJD and program participant a copy of their policy on how they prevent and respond to any incidents of fraternizing/romantic relationships amongst participants housed in their facility. Any incidents or fraternization/romantic relationships for a Dallas the DCCJD -funded Participant, should be reported to the DCCJD. The Participants may be removed from the program and granted **24-hours** to vacate the Vendor premises. Participants may be eligible for re-entry into the program based on availability and their position on the waiting list. It is important to note that the Vendor will not receive any remaining program funds; all such funds will be retained by the DCCJD and managed according to Bureau of Justice Assistance Agency's guidelines.

Higher Level of Care Determinant(s)

- If the person needs a higher level of care, it must be officially determined by the medical treatment provider.
- If the contracted Vendor(s) are notified that a higher level of care is needed for a participant, they must immediately (**within 24-hours**) make arrangements to ensure that the participant's bed space is reserved

for up to **72-hours**. If the participant's treatment stay is longer than **72-hours**, the Vendor must release their bed space, and the participant will be reconsidered by the DCCJD for housing either with the existing Vendor or other awarded Vendor (if applicable). If there's no availability, the participant will be referred to a local shelter or another housing plan until boarding home placement is available. The participant's bed will be given to the next eligible participant on the waiting list or next to be screened from the Jail Based Housing Navigator (J-BHN).

- The contracted Vendor(s) must contact the DCCJD immediately (**within 24-hours**) to inform of the participant's need of a higher level of care and if the situation leads to the participant moving from the residence.
- Any individual needing inpatient treatment for longer than **72-hours** and loses their bed can reenter the program if a bed becomes available and move to the front of the waiting list. If the participant has two book-ins in the last four years and are not sex offenders can participate in the FUSE program.

Disciplinary Procedures

- The Vendor shall establish written "Disciplinary Procedures," within **24-hours** of the participant being admitted into the vendor's establishment, which shall be approved by Dallas County, to include the processing of violations and graduated sanctions that may be imposed.
- Each participant shall be informed of the disciplinary procedures and shall receive a copy of these procedures upon intake.
- The Vendor shall notify the referred program of the participant violations within **twenty-four (24) hours** and submit a written report within **five (5)** days, in the event a participant commits a violation.

Grievance Procedure

- Vendor shall have written participant grievance procedures, approved by DCCJD, which shall be provided to all participants during intake.

Participant Grievance Process

Participants may file, in writing, within **24-hours** a grievance claim to both the Vendor and the DCCJD. Acceptable reasons for filing a grievance may include: **(1)** The Vendor's failure to maintain the premises in a manner that provides decent, safe, and sanitary housing in accordance with applicable state and local laws; **(2)** A violation by the vendor of lease provisions, occupancy rules, or obligations under the awarded DCCJD Contract **(3)** Modification of the participant's or Vendor's lease without prior approval from the DCCJD; **(4)** A belief by the participant that they are being discriminated against on the basis of age, race, color, religion, sex, familial status, disability, or national origin.

Vendor Eviction Process

Both the Vendor and the DCCJD reserve the right to evict and remove a participant, either verbally or in writing, at any time during the participant's stay and program participation. Eviction will be effective within **24-hours** of the eviction notice being issued. The evicted participant will have **24-hours** from the time of eviction to retrieve their

personal belongings. If belongings are not removed within this timeframe, the Vendor reserves the right to dispose of or remove all remaining items to accommodate the next participant.

Inspection of Facilities

- The Vendor shall provide and maintain an inspection system acceptable to Dallas County covering the facilities and work called for by this Contract. Complete records of all inspection work performed by the Vendor shall be maintained and made available to Dallas County throughout the contract period.
- The Vendor shall provide entry to Dallas County authorized employees/agents for inspections, and any other official purposes.

Reporting Requirements

- Vendor will provide all reports using forms and, in the format, required by Dallas County.
- Financial Reporting. Vendor may be reimbursed for documented units of service (a fee-for-service) each month by submitting a monthly invoice. Vendor understands and agrees that these invoices must be received on or by the 10th day of the month following the month that the services were provided. Back-up documentation is required to support expenses billed.

Description of the contracted services:

The Vendor will not release participants into the HSH-CJC program. The contracted Vendor(s) will receive self-reporting unsheltered individuals who are returning to the community from the Dallas County Jail, and are involved with the criminal justice system from the DCCJD and provide:

- Housing and linkage to support services.
- Individuals that have persistent and recurring behavioral health and/or substance use disorders and need assistance accessing community treatment services linkage to care. Service linkage will be assisted through the local mental health authority, NTBHA.
- Referring program will notify the Vendor of a referral and request housing. Vendor will be required to provide a response on housing availability within 24-hours. Program and Vendor will develop arrangements to coordinate individuals connecting to housing. The Vendor should specify in RFP response if they provide transportation and limits of the transportation that is provided. If direct transportation is not provided, Vendor must be within access to local public transit, and this should be specific in RFP response. Upon acceptance of the referral, the Vendor will receive at least 24-hours' notice of individual arriving to housing.
- Personal Transportation (if applicable) or providing access to transportation for the participant to any treatment services along to any other required support services toward completing their individual housing stability plans, future court dates, and other criminal justice departments correspondence and services.
- House up to 14 participants annually and receive individualized transitional housing and support services for up to 6 months.
- If the contracted Vendor can permanently house individuals that would like to remain at the location, and continuously accept participants annually, the individual can continue to reside at the location. They will be

discharged from the HSH-CJC program and subjected to monthly rent and terms based on the contracted Vendor(s) policies and procedures.

- For program participants needing stays longer than 6 months, this will be determined on a case-by-case basis and will be based on the urgency of need.
- Before the 6-month mark, participants will develop a housing case plan to develop a strategy to help them get placed into permanent or permanent supportive housing after HSH-CJC payment has ended.
- After the 5-month mark, the Vendor(s) will inform the DCCJD of the participant's transitional plans. Participants that are not housed at the 5-month mark, contracted Vendor payment will discontinue, and other forms of community payment will be discussed and mapped out in the participant's housing case plan arranged with their assigned Case Manager.
- If there is no housing availability, individuals may be added to a program waitlist and will be housed next according to the waitlist order.

HSH-CJC Violation and Readmittance Plan

Those HSH-CJC participants that have more than two (2) violations within their 6-month stay and are in good standing with the contracted Vendor(s) will have the opportunity to be readmitted into the program and will be determined on a case-by-case basis and if a vacancy is open. This includes if there is a report of or evidence of continued substance use either report by the Vendor, Case Management, Program Referral Entity, or Treatment Providers. If substance use persists with the participant past two (2) times within their 6-month stay in the HSH-CJC program, and they are in good standing with the vendor they will **not** be eligible to continue in the HSH-CJC program. The participant may try another Jail Diversion or Specialty treatment program, if they are willing and are legally able to participate. This also includes if the participant voluntarily leaves housing but returns within **48 hours**, violates a program stipulation, or Vendor regulation. All these circumstances will be evaluated on a case-by-case basis within the confines of first- or second-time violators. Those participants who violate past this will not be eligible for program remittance.

HSH-CJC Key Contractual Requirements

Contracted Vendor(s) Expectations include:

- Vendor(s) must provide a sober living environment where all HSH-CJC participants who may be recovering addicts with no housing arrangement or living situation maintain a drug, alcohol, and crime-free lifestyle while participating in the HSH-CJC program.
- Sobriety is not a requirement to enter the program, but the contracted Vendor(s) must ensure that participants do not bring any substances onto the property. The facility must meet the requirements set forth by the DCCJD, which will be detailed according to Dallas County Procurement's policies and procedures.
- The Vendor(s) must be able to provide transportation from the Dallas County Jail to the Vendor's boarding home address and maintains regular business hours from 8 AM – 5 PM, Monday – Friday, and a 24-hour outreach telephone number for clients to reach an on-call operator to dispatch outreach staff as appropriate.

- To track the success of this objective, Dallas County will monitor records of all staff and training, program progress, data, metrics, and maintain a waitlist management system. The waitlist management system will include tracking information in Microsoft software. Both the DCCJD Program Manager and the Jail Based Housing Navigator (J-BHN) will manage and track all data, metrics, and outcome measures to monitor the program's success.

Terms and Conditions of Payment for Services:

- Dallas County agrees to compensate the Vendor on a fee-for-service basis for the documented units of services provided to persons residing at the boarding home with proper authorization from the referring program:

SERVICE CATEGORY

Rate Per Day Per Bed

Boarding Home Housing Services

(will receive rate proposals from Vendors)

- Payment will be made to the Vendor by Dallas County upon receipt of a verified and proper billing for services rendered and required reporting. Any payments to Vendor may be withheld if the Vendor fails to comply with reporting requirements, performance objectives, or other requirements relating to Vendor's performance of work and services under this Contract. Dallas County shall pay Vendor only for those costs that are allowable under applicable federal rules, regulations, cost principles, and as stated in the contract.
- Vendor agrees to submit complete, fully documented, and accurate invoices with appropriate attachments, and reports, as required by the referring program, by the 10th day following the last day of the month in which the service is provided.
 - Vendor understands and agrees that invoices submitted more than ninety (90) days after the last day of the month in which the service is provided may not be honored or paid. During the period of the last three months of the term of a contract, Vendor may only bill for the preceding month. All billings must be submitted to Dallas County within thirty (30) days of expiration or termination of a contract. Dallas County must approve any exceptions to this billing procedure in writing. All billings must have appropriate supporting documentation before such billings will be approved.
- Dallas County will make payment to Proposer upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.
- The Dallas County Auditor will resolve any dispute between the parties regarding payments to the Vendor for services rendered under the contract.

HSH-CJC Vendor(s) Payment & Metric Requirements:

- Provide housing (i.e., Boarding Home(s) for up to a 6–12-month timeframe for up to 14 individuals continuously annually depending on bid amount.

- Be able to allow individuals the opportunity to permanently reside at their location(s) past the funded 6- months if they choose, if there is capacity, and if an external funding plan is developed. If participants decide to stay at the Vendor(s) locations after the identified maximum funded period, vendor(s) must be able to have capacity to accept referred individuals.
- **If the participant requests to continue to reside past the funded time period, and the vendor has the capacity to allow the participant to reside past the funded time period, both the Vendor and the participant will be responsible for determining an external payment plan. The DCCJD will not be responsible for any payment balances past the funded time period.**
- Safe and affordable housing. Sobriety is not a requirement to enter the program, but the contracted Vendor(s) must ensure that participants do not bring any substances onto the property. If this does not occur, the Vendor(s) will be eligible for contract termination. The DCCJD will provide the client with other housing resources for them to contact for rehousing.
- Access to transportation services (either offered via Vendor or public access).
- Access to affordable, nutritional, good-quality fresh daily meals, foods, and snacks (either offered via Vendor or public access).

HSH-CJC Vendor Payment Overview

- Vendor(s) will receive a guaranteed payment based on when individuals enter their facility for the daily contracted rate for the time entered into the program once the above payment requirements are met and the Contracted Vendor(s) Checklist **(See below Attachments)** and Monthly Program Connection (Client Progress Report) documentation are received **(See below Attachments)**.
- Vendor(s) can receive an additional payment as incentives based on the below Contracted Vendor(s) Annual Payout Breakdown Schedule. This is applicable for HSH-CJC referrals only, as it is part of grant metrics and requirements. Other Programs may or may not provide additional incentive payments.
- Vendor(s) contract(s) will be determined by daily bed rate or set pricing and other Dallas County procurement processes.

Client Checklist Requirements

The Client Checklist Requirements **(See below Attachments)** list will be required from the participant(s) who is residing at the awarded contracted Vendor(s) location for HSH-CJC program referrals.

The checklist will serve as proof that the client is actively participating in all required support services (mental/substance abuse treatments, etc.) toward self-sufficiency.

Please Note: The client checklist will **not** stop payment remittance of the guaranteed daily payment from the Vendor **unless** the participant(s):

- Leaves the residence.
- No longer is willing to comply with any of their individualized service plan goals within **72 hours** of being checked into the location.
- Not following all contracted Vendor(s) location rules and regulations.
- Discharged from the residence into a higher level of care.

Tier Incentive Payout & Metric Charts

The below tier payout charts describe the payout incentive amounts per participant to Vendor(s) to be evaluated every six (6) months of the contract year for each participant. The incentive amounts are to be paid in full, if all metrics are met at 100%. There will be three performance outcomes measuring healthcare, housing stability, and recidivism.

For each metric (Healthcare Engagement, Housing Stability, and Retention/Jail Avoidance), needs to be verified by participants assigned Case Manager/Case Management team. They will update via email the HSH-CJC Housing Program Manager of when this metric has been completed by the participant. Any unused funds will be utilized for continued project activities and be reflected in a grant budget adjustment.

Please Note: Incentive Payout chart is currently only applicable to HSH-CJC referrals only, as this is a grant funded project with specific payment structure and metrics. Other Programs may have an incentive payment and will be specified to Vendor.

Tier Payout Charts

Tier 1: 6-Month Incentive Payout Rate Per Participant (Evaluated every six (6)-months of the contract year for each participant)		
Payout Categories	Tier Range Definition(s)	Per Participant Payout Amounts *Payout is done per participant. Only 1 payout per category per participant.
	Tier 1	\$500.00
Healthcare Engagement	Participant has completed all listed below: - Have seen either a medical health professional/practitioner or behavioral health treatment provider at least once (1x) during the housing period, which participant remains housed for the full 6-months. - Remained housed, and have developed a housing plan that they are working toward its objectives, including potential financial self-sufficiency plans within 6-months. - Housed up to 6-months with no episodes of recidivism.	Per participant Who achieves the objective for the Payout category (evaluated and paid out every 6-months).
Housing Stability		
Retention (Jail Avoidance)		

Tier 2: 6-Month Incentive Payout Rate Per Participant (Evaluated every six (6)-months of the contract year for each participant)		
Payout Categories	Tier Range Definition(s)	Per Participant Payout Amounts *Payout is done per participant. Only 1

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		payout per category per participant.
	Tier 2	\$300.00
Healthcare Engagement	<u>Participant has completed all listed below:</u> - Have seen either a medical health professional/practitioner or behavioral health provider at least once (1x) during the housing period, which participant remains housed between 3-5 months. - Remained housed, and have developed a housing plan that they are working toward its objectives, including potential financial self-sufficiency plans and the participant remained housed between 3-5 months - Participants housed 3-5 months without an episode of recidivism.	Per participant who achieves the objective for the payout category (evaluated and Paid out every 6-months).
Housing Stability		
Retention (Jail Avoidance)		

Tier 3: 6-Month Incentive Payout Rate Per Participant (Evaluated every six (6)-months of the contract year for each participant)		
Payout Categories	Tier Range Definition(s)	Per Participant Payout Amounts *Payout is done per participant. Only 1 payout per category per participant.
	Tier 3	\$200.00
Healthcare Engagement	<u>Participant has completed all listed below:</u> - Have seen either a medical health professional/practitioner or behavioral health treatment provider at least once (1x) and during the housing period, which participant remains housed for less than 3 months. - Remained housed, and have developed a housing plan that they are working toward its objectives, including potential financial self-sufficiency plans and the participant remained housed less than 3 months. - Participant housed 1-3 months without an episode of recidivism.	Per participant who achieves the objective for the payout category (evaluated and Paid out every 6-months).
Housing Stability		
Retention (Jail Avoidance)		

Contracted Vendor(s) Checklist

****Please note: All Checklist are subject to change based on the procurement process requirements. ****

Contracted Vendor(s) Checklist Requirements	
(All requested items are due to the Dallas County Criminal Justice Department (CJD) according to allotted required due dates).	
Items	Please place a (checkmark) ✓ If completed requirement
Agency Name: _____ Month & Year: _____	
1) Monthly resident's progress/connection report form due by the 3 rd day of the month.	
2) Monthly Client Engagement/Connection report form due by the 10 th day of the month.	

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Client Progress Report (Attachment 4)

Monthly Program Connection (Client Progress Report) (Attachment 4)

Monthly Progress/Connection Report



HSH-CJC Client Progress/Connection Summary Sheet

"Monthly client progress/connection summary sheets are due by the 3rd day of month before payment is rendered. Thank You."

Month & Year: _____

Agency: _____

Client's Name	Move-In Date	Move-Out Date	Any Violations (Y/N)? If so, what?	Higher Level of Care Needed (Y/N) If so, where/what services?	Grievances filed (Y/N)?	Permanent House Date
1)						
2)						
3)						
4)						
5)						
6)						
7)						

Please include any other information/feedback:

Client Checklist Requirements

(All requested items are due to the Dallas County Criminal Justice Department (CJD) according to allotted required due dates).

Items

Month/Year: _____

Resident Name: _____

Resident Signature: _____

Please place a ✓ (checkmark) if completed requirement

- 1) The resident qualifies for the age and at least one of the Initial Intake Requirements for HSH-CJC participant(s)/resident(s): 1) 18+ years old and have one of the following 2) Have at least one Dallas County jail bookin (current bookin counts as one). 3) May need a higher level of care from community treatment partners. 4) Shelter resistant and would benefit from being housed in a smaller setting. 5) May be a sex offender (based on awarded Grantee(s) zoning requirements.
- 2) Copy of an individualized service plan sent to the CJD 30 days after enrollment in Case Management Services.
- 3) Following all individualized service plan goals.
- 4) Actively participated in all required counseling/treatment services.
- 5) Actively residing and cooperating at the current Grantee location.

I. 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
Experience	30
Program Operation Plan	25
Program Performance Measures	20
Cost	10
Small Business Enterprise	15
Total Points	100

II. Proposal Format

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

1. **Executive Summary** Each proposal must contain an executive summary consisting of the cover sheet that summarizes the key elements of the proposal such as statement of capabilities, approach to delivering the services described in the RFP and understanding of the project goals and objectives. Additionally, included in the executive summary, must be a statement that explains why the respondent would be the best to choose for the County.
2. **Table of Contents** A table of contents that identifies the consecutive page numbers where to find the various sections included in the proposal.
3. **Cover Letter:**
 - a. Identify the submitting organization and legal entity.
 - b. Identify the name, title, telephone, and e-mail address of the person authorized by the organization to contractually obligate the organization.
 - c. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization.
 - d. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification.
 - e. State in writing that all furnished information will remain valid for a period of not less than one hundred and eighty (180) days from the date set for the opening thereof and will remain the property of Dallas County.
 - f. Acknowledge receipt of all amendments to this RFP.
 - g. Include the signature of the person authorized to contractually obligate the organization.
4. **Company Profile**

- a. Provide a brief overview of your company. This can include primary products and/or services, nature of business, year established, history and organization of your firm, parent and/or subsidiary information, headquarters, industry, number of employees, number of offices, principal place of business, locations, awards, and recognitions.
 - b. Provide an organizational chart that identifies the complete structure of the company including any parent company. Identify the headquarters, regional offices, and subsidiaries if applicable.
 - c. Provide a statement of understanding of the services requested, including a narrative and work plan outlining an approach for addressing the requirements of the RFP. Provide a statement of the firm's capabilities as they relate to the scope of services. Describe how you will accomplish the work and satisfy the objectives described in the RFP.
 - d. Indicate prior experience in delivering the type, scope, and magnitude of services solicited under this RFP, specifically working with a diverse population.
 - e. Indicate the experience and capability of the respondent's key personnel, including respondent's designated representatives. Respondent shall submit a list of capabilities and resumes of key personnel assigned to the prospective contract. This information should indicate sufficient evidence satisfactory to the County that the recommended key personnel have the capabilities and experience necessary to successfully perform the scope of services. For each key person identified, the following information must be provided:
 - Key personnel (defined as personnel who are providing direct service, supervising personnel providing direct service, and any other key personnel that will be involved in the participants' treatment or involved in the operations of the treatment provided) areas of expertise and areas for prime responsibility under the contract; and
 - Resumes or personnel profiles for each person with background, including years of experience in each position and training, containing a description of their roles and responsibilities on recent contracts of similar type, scope and magnitude relating to the scope of services as described in this RFP. Please include any applicable criminal background of key personnel.
 - f. Provide a narrative that details the special/unique capabilities and/or experiences of the respondent and/or any member of its team, which make it uniquely capable to provide these services.
 - g. Describe what sets your company apart from other companies that provide the services required in the RFP, and why and how you are qualified to handle the requirements of Dallas County as a client.
 - h. Provide proof of any applicable certifications, licenses and credentials of staff committed to this contract including their names and documentation of their training successfully completed. No contract shall be awarded except to responsible firms capable of providing the class of service described.
 - i. Indicate if the firm/company has had a contract terminated for default in the last five (5) years. Termination for default is defined as notice to stop performance which was delivered to the contractor due to the contractor's non-performance or poor performance
5. Program Operation Plan
- a. Describe client capacity of the program.
 - b. Describe the types of recommended treatment curriculums.
 - c. Describe all the services provided.
 - d. Describe the elements of the treatment plan and other types of treatment plans that will be utilized under this program.
 - e. Describe service goals and objectives, including how each individual client treatment plan is developed and implemented and the time period to do so.
 - f. Describe how individual counseling is provided (i.e., counseling/therapeutic approach utilized), specify skills development techniques utilized, goals, and objectives of individual counseling.

- g. Describe the staffing plan to ensure compliance with intensive and supportive caseload requirements.
 - h. Describe staff to client ratio for group sessions, goals, and objective of the group, and whether the group sessions are open or closed.
 - i. Describe the minimum and maximum length of program participation for both the individual and group participant in the program.
 - j. Describe how program participant progress is measured.
 - k. Describe the criteria that are used to determine when to release a client early or request an extension from.
 - l. Describe how referrals back to will be handled.
 - m. Describe how client file information is updated and frequency of updates and/or entries
 - n. Describe how program participant progress is measured and the frequency of reporting this information back in writing and verbally to Dallas County.
 - o. Describe process to protect sensitive medical information throughout and after the expiration of the contract.
6. Program Performance Measures
 - a. Describe at minimum your system of program measures to include at least the following:
 - b. Describe any performance measures your company uses in accomplishing its goals.
 - c. Describe your plan for measuring success and preventing recidivism and absconds.
 - d. Describe your plan for monitoring output outcomes.
 - e. Describe test instruments or questionnaires that will be used (include sample with the proposals).
 - f. State the procedure or individuals that will do the monitoring.
 - g. Describe how data will be gathered and safeguarded from unauthorized users.
 - h. Describe the process of data analysis.
 - i. Describe the evaluation reports to be produced.
 - j. Describe the Management Information System (MIS) used for tracking clients in treatment and after discharge.
7. Experience and References
 - a. Describe the experience and educational background of your staff that will provide treatment.
 - b. List minimum capabilities of those persons who provide treatment services to clients. Support personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience and an estimate of the time each would devote to this program and other pertinent information. Please indicate whether you have a culturally diverse staff, and if you have bilingual professional staff to service Spanish speakers referred for services by DCCSCD.
 - c. Describe your organization (form of business, size, years of experience in substance abuse treatment, types of services provided).
 - d. Licenses and Certifications.
 - e. What is the depth of knowledge of Texas adult probation laws, guidelines, and procedures in relation to Dallas County. Describe the experience your agency has with the criminal justice population and/or system.
 - f. Describe the clientele you have served in the last three years.
 - g. List of other organizations for which you have provided similar services.
8. Provide at least three letters of reference from prior or current contract holders, preferably from public or government entities from contract holders who received similar services as outlined in the RFP within the past five (5) years. References shall not be from within the respondent's own organization or subsidiary. Each client reference shall include the following information:
 - Reference name.
 - Address.
 - Contact person name.

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- Contact telephone number.
- E-mail address of contact person.
- The amount/value of the contract.
- The dates of performance (project start and end dates).

III. Documents Submitted with Proposal

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

IV. 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 **November 19, 2025, at 11:00 a.m. (CST)**, the pre-proposal meeting will be conducted through a conference call.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 222 324 507 733

Dial in by phone

[+1 469-208-1731,,603255418#](#) United States, Carrollton

[Find a local number](#)

Phone conference ID: 603 255 418#

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

The deadline for the submission of questions is on **November 19, 2025, at 11 a.m. (CST)** through BidNet.

V. Term and Commencement Date

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

VI. Award Method

The County’s intent is to award this solicitation to multiple vendor(s) based on geographical locations and the requirements of the RFP, but the County reserves the right to award in the method that is most advantageous to the County.

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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.

VII. Opening of Proposals

Proposal reading shall be conducted: December 11, 2025, at 2:30pm (CST) on the day the proposals are due. The reading will be conducted via a live meeting online at https://teams.microsoft.com/l/meetup-join/19%3ameeting_MmEwODQ0ZGEtZmNkYy00YzdkLTk1MjltNzZlOGY5NjA5ZGQ4%40thread.v2/0?context=%7B%22Tid%22%3A%2251adcfad-72f1-479c-b28f-52412e04014b%22%2C%22Oid%22%3A%226f7e6e0d-1f84-43a8-a037-c8b93e424cb8%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&btype=a&role=a. Proposals will be publicly opened in compliance with public proposal opening statutory requirements.

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

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

Firms will be required to any submit additional questions presented at the pre-proposal and/or after the conference. All additional questions must be received by November 19, 2025, at 11:00 am (CST).

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

IX. Proposal Submittal and Exception Requirements

To be considered for award, the proposal response must be submitted by December 11, 2025, at 2:00 p.m. (CST). Responses shall be submitted electronically through BidNet, the County's online public solicitation platform <https://www.bidnetdirect.com/texas/dallas-county>. Although the County prefers submissions in electronic form, a respondent may elect to submit their proposal in hard copy. To submit in hard copy, the Vendor may deliver or ship to: Dallas County Purchasing Department, Records Building 500 Elm Street, Suite 5500, Dallas, Texas 75202. When submitting a response in hard copy, the County requires two (2) duplicate hardcopies (one original and one copy) to be submitted.

Any exceptions to the specifications/scope of work and/or terms and conditions shall be included in the solicitation response and shall appear in its own tab. Exception shall reference the page number, section and

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

Note: On April 27, 2020, 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.

X. Location and Invoicing

The County shall pay invoices in 30 days. 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

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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.

XI. 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 Dallas County employees, department heads and/or elected officials in relation to this solicitation. 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.)

XII. 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.

XIII. Proposal Pricing

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

XIV. Insurance

Any 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 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).

Vendor at its own expense, consistent with its status as an independent Vendor 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 Vendor 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 Vendor elects to sublet any work, Vendor shall require Sub-Contractors to provide Workers’ Compensation Insurance for all the latter’s employees unless the Vendor affords such employees protection. Vendors shall be responsible for workers’ compensation insurance for subcontractors or sublessees 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 Vendor’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: Vendor 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.

Vendor 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: Vendor 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. Vendor shall be solely responsible for the deductible and/or self-insured retention for any loss;
- h. Vendor 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. Vendor has a duty to mitigate damages.
- j. Approval and acceptance of Vendor's services and work by County shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of Vendor'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 Vendor in this regard;
- k. Vendor 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. Vendor and their freight Vendors 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 Vendor 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 Vendor 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 Vendor.

2. Insurance Lapse

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

XV. Discussion With Reasonably Qualified 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.

XVI. 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.

XVII. 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.

XVIII. Confidentiality

Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response by the respondent. County cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Respondents who include information in a 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.

XIX. 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

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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 a contract.

XXVIII. Development Costs

Neither Dallas County nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this 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.

XXIX. Contract Award

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

XXX. Certificate of Interested Parties (Form 1295)

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

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

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

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

Solicitation Number No.: RFP 2026-005-7090

Pre-Proposal Meeting Date: November 19, 2025 @

11:00 AM (CST)

Project Title: Housing Services for Homeless Criminal Justice – Involved Clients

Proposal Due Date: December 11, 2025 @ 2:00 PM (CST)

contract; and the Form 1295 is on file at the Texas Ethics Commission website with a copy provided to the buyer; the staff recommendation will be placed on a County Council agenda to award the contract.

XXXI. Conflict of Interest

No County elected or appointed official or representative, or any employees shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, goods or services, except on behalf of the County as an official or employee. Any violation of this Section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render this Agreement involved voidable by the Commissioners Court of Dallas County. It is the responsibility of Vendor during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Vendor 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. Vendor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by Vendor.