

Notice

Basic Information

Reference Number 0000414541
Issuing Organization Dallas County
Owner Organization
Project Type RFP - Request for Proposal (Formal)
Project Number 2026-014-7099
Title Job Order Contracting Services
Source ID PU.AG.USA.2438.C18536276
Piggyback Solicitation No

Details

Location Dallas County, Texas
Description The purpose of this request for proposal is to establish a two-year service price agreement with three one-year renewal options for job order contracting services as described in Texas Government Code 2269 Subchapter I Job Order Contracts Method. The selected contractors will be responsible for recurring projects that may include facilities maintenance, repair, alteration, renovation, remediation, or new construction. The maximum project cost per job order will be \$1,750,000.00 unless an exception is made by the Dallas County Commissioners Court. The total sum of all projects issued within a fiscal year will not exceed \$25,000,000.00. All job order contracts exceeding \$50,000.00 shall be approved by the Commissioners Court after a review by the Dallas County Small Business Enterprise (SBE) department for SBE participation. The unit price book for the job order contracts will be the current year RS Means Facilities Construction Cost Data Book, including all divisions. Over 139 job orders have been issued in the last 4 years under the current Job Orders Contract (JOC) with a combined value of \$45,514,88.41.

Dates

Publication 02/26/2026 02:11 PM CST
Question Acceptance Deadline 03/19/2026 02:00 PM CDT
Questions are submitted online Yes
Closing Date 04/09/2026 02:00 PM CDT

Prebid Conference 03/12/2026 10:00 AM CDT

Contact Information

Benedict Parks
 214-653-6304
 benedict.parks@dallascounty.org

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended
Event date 03/12/2026 10:00 AM CDT
Location Microsoft Teams
Event Note Microsoft Teams meeting
 Join:
<https://teams.microsoft.com/meet/22246499348098?p=u4d0BwKPilavuBpLOk>
 Meeting ID: 222 464 993 480 98
 Passcode: NH7HK2hg
 Need help? | System reference
 Dial in by phone
 +1 469-208-1731,,539959987# United States, Carrollton
 Find a local number
 Phone conference ID: 539 959 987#
 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
Bid Documents List

Item Name	Description	Mandatory	Limited to 1 file
Proposal Documents	Proposal Documents	Yes	No

Item Name	Description	Mandatory	Limited to 1 file
W-9	W-9 signed within the last 6 months.	Yes	No
SBE Forms	Attachment S - Small Business Enterprise (SBE) Forms	Yes	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 Template Job Order Contracting Services.pdf [pdf]	500 Kb	02/26/2026 11:20 AM CST	English
Sample Contract Final.pdf [pdf]	723 Kb	02/26/2026 01:37 PM CST	English
SBE Vendor List.pdf [pdf]	276 Kb	02/26/2026 01:37 PM CST	English

Items

Code	Description	UOM	Qty
Coefficient for Standard Hours	Coefficient for Standard Hours	Each	1
Coefficient Non-Standard Hours	Coefficient for Non-Standard Hours (after hours)	Each	1

Categories

Selected Categories

NIGP Categories (72)	
912	CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND REPAIR SERVICES)
91200	CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND REPAIR SERVICES)
91216	Boring, Drilling, Testing, and Soundings, Including Concrete Coring Boring, Drilling, Testing, and Soundings, Including Concrete Coring
91219	Clearing and Grubbing Services Clearing and Grubbing Services
91220	Construction, Fire Protection (Includes Fire Escapes, Fire and Smoke Barriers, Firestops) Construction, Fire Protection (Includes Fire Escapes, Fire and Smoke Barriers, Firestops)
91221	Construction, Energy Related (All Types) Construction, Energy Related (All Types)
91222	Construction, Equestrian Arena Construction, Equestrian Arena
91223	Construction, General (Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization, etc.) Construction, General (Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization, etc.)
91225	Construction, Golf Course Construction, Golf Course
91226	Construction, Hike and Bike Trail Construction, Hike and Bike Trail
91227	Construction, Irrigation System Construction, Irrigation System
91229	Construction, Oil and Gas Refinery Construction, Oil and Gas Refinery
91230	Construction, Power Plant Construction, Power Plant
91231	Construction, Statues and Monuments Construction, Statues and Monuments
91232	Construction, Street Lighting Construction, Street Lighting
91233	Construction, Swimming Pool Construction, Swimming Pool
91235	Construction, Tennis/Sports Court Construction, Tennis/Sports Court
91238	Construction Services, Hazardous Waste (Incl. Site Management) Construction Services, Hazardous Waste (Incl. Site Management)
91240	Demolition Services Demolition Services
91242	Drilling and Boring Services, Horizontal Directional (HDD and HDB) Drilling and Boring Services, Horizontal Directional (HDD and HDB)
91244	Excavation Services Excavation Services
91250	Maintenance and Repair, Golf Course Maintenance and Repair, Golf Course
91252	Maintenance and Repair, Hike and Bike Trails Maintenance and Repair, Hike and Bike Trails
91254	Maintenance and Repair, Oil and Gas Refinery Maintenance and Repair, Oil and Gas Refinery
91256	Maintenance and Repair, Power Plant Maintenance and Repair, Power Plant

NIGP Categories (72)	
91259	Maintenance and Repair, Statues and Monuments Maintenance and Repair, Statues and Monuments
91260	Maintenance and Repair, Street Lighting Maintenance and Repair, Street Lighting
91263	Maintenance and Repair, Swimming Pool (Includes, Swimming Pool Water Treatment Services) Maintenance and Repair, Swimming Pool (Includes, Swimming Pool Water Treatment Services)
91265	Maintenance and Repair, Tennis/Sport Court Maintenance and Repair, Tennis/Sport Court
91268	Monitoring Services, Structural Monitoring Services, Structural
91273	Paver Block Installation Paver Block Installation
91275	Quality Control Testing Services for Construction Quality Control Testing Services for Construction
91276	Striping Streets, Parking Facilities, Lane Divisions, etc. (Paint) Striping Streets, Parking Facilities, Lane Divisions, etc. (Paint)
91277	Real Estate Developers Real Estate Developers
906	ARCHITECTURAL SERVICES, PROFESSIONAL
90638	General Construction - Architectural General Construction - Architectural
909	BUILDING CONSTRUCTION SERVICES, NEW (INCL. MAINTENANCE AND REPAIR SERVICES)
90900	BUILDING CONSTRUCTION SERVICES, NEW (INCL. MAINTENANCE AND REPAIR SERVICES)
90903	Administration of Contracts: Summary of Work, Quality Control, Project Closeout, etc. Administration of Contracts: Summary of Work, Quality Control, Project Closeout, etc.
90910	Airport Facility Construction Airport Facility Construction
90911	Airport Facility Maintenance and Repair Airport Facility Maintenance and Repair
90916	Athletic Facility Construction Athletic Facility Construction
90917	Athletic Facility Maintenance and Repair Athletic Facility Maintenance and Repair
90921	Building Construction, Industrial (Warehouse, etc.) Building Construction, Industrial (Warehouse, etc.)
90922	Building Construction, Non-Residential (Office Bldg., etc.) Building Construction, Non-Residential (Office Bldg., etc.)
90924	Building Construction, Commercial and Institutional Building Construction, Commercial and Institutional
90925	Building Construction, Prefabricated (All Types) Building Construction, Prefabricated (All Types)
90926	Building Construction, Agricultural Building Construction, Agricultural
90927	Building Construction, Educational Building Construction, Educational
90928	Building Construction, Medical Building Construction, Medical
90929	Building Construction, Religious Building Construction, Religious
90930	Building Construction (Not Otherwise Classified) Building Construction (Not Otherwise Classified)

NIGP Categories (72)	
90931	Building Construction, Sustainable (Green) Building Construction, Sustainable (Green)
90933	Contractor Compliance Monitoring Services Contractor Compliance Monitoring Services
90934	Conveying Systems: Elevators, Lifts, etc. Conveying Systems: Elevators, Lifts, etc.
90937	Doors and Windows Doors and Windows
90945	Finishes: Flooring, Wall and Ceiling, etc. Finishes: Flooring, Wall and Ceiling, etc.
90948	Furnishings: Artwork, Cabinets, Furniture, Window Treatments, etc. Furnishings: Artwork, Cabinets, Furniture, Window Treatments, etc.
90954	Home Construction, Single Family Home Construction, Single Family
90957	Land Development and Sub-Division Services Land Development and Sub-Division Services
90960	Maintenance and Repair, Industrial Building Maintenance and Repair, Industrial Building
90961	Maintenance and Repair, Non-Residential Building Maintenance and Repair, Non-Residential Building
90962	Maintenance and Repair, Residential Buildings (Incl. Single Family Homes and Apartments) Maintenance and Repair, Residential Buildings (Incl. Single Family Homes and Apartments)
90963	Maintenance and Repair, Commercial and Institutional Building Maintenance and Repair, Commercial and Institutional Building
90964	Maintenance and Repair, Agricultural Building Maintenance and Repair, Agricultural Building
90966	Maintenance and Repair, Educational Building Maintenance and Repair, Educational Building
90967	Maintenance and Repair, Medical Building Maintenance and Repair, Medical Building
90968	Maintenance and Repair, Religious Building Maintenance and Repair, Religious Building
90974	Site Clean-up, Pre-Construction Site Clean-up, Pre-Construction
90975	Site Clean-up, Post-Construction Site Clean-up, Post-Construction
90976	Site Work Site Work
90977	Special Construction: Observatory, Security, Special Rooms, etc. Special Construction: Observatory, Security, Special Rooms, etc.
90979	Specialties: Chalkboards, Fireplace, Storage, etc. Specialties: Chalkboards, Fireplace, Storage, etc.
90980	Special Equipment: Bank Vaults, Darkrooms, Food Service, Laboratory, etc. Special Equipment: Bank Vaults, Darkrooms, Food Service, Laboratory, etc.
90984	Thermal and Moisture Protection Services Thermal and Moisture Protection Services

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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	\$	%



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

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

For Use by SBE Office Only

SBE Compliance Officer: _____ Date: _____

SBE Notes:



Good Faith Efforts Form

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

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

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

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

Vendor List Accessed	Date of Access

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

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

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



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

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

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

Publication Name	Date of Publication

Prime Printed Name: _____

Title: _____

Signature: _____

Date: _____

Small Business Enterprise

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



DALLAS COUNTY
SUBCONTRACTOR INTENT FORM

To: Dallas County - Small Business Enterprise Department

Date:

Project Name:

Solicitation #:

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

to Prime Contractor on the project

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

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

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

Total Contract Amount for prime: \$ Estimated Work Start Date:

Sub Participation Amount: \$ % Estimated Work End Date:

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

Officer's Signature (Prime Contractor)

Officer's Signature (Subcontractor)

Printed Name (Prime Contractor)

Printed Name (Subcontractor)

Title (Prime Contractor)

Title (Subcontractor)

Date

Date

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

Table with 3 columns: Group Name, Prime, Sub. Rows include Greater Dallas Asian American Chamber of Commerce, Greater Dallas Black Chamber of Commerce, Greater Dallas Hispanic Chamber of Commerce, U.S. Pan Asian American Chamber of Commerce, Asian Contractors Association, Regional Black Contractors Association, Regional Hispanic Contractors Association.

**Solicitation Number No.: 2026-014-7099, Pre-Proposal Meeting Date: 3/12/26 at 10:00am
Project Title: Job Order Contracting Services, Proposal Due Date: 4/9/26 at 2:00pm**



REQUEST FOR PROPOSAL 2026-014-7099 Job Order Contracting Services

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**Solicitation Number No.: 2026-014-7099, Pre-Proposal Meeting Date: 3/12/26 at 10:00am
Project Title: Job Order Contracting Services, Proposal Due Date: 4/9/26 at 2:00pm**

I. Introduction, Purpose, and Intent

The purpose of this request for proposal is to establish a two-year service price agreement with three one-year renewal options for job order contracting services as described in Texas Government Code 2269 Subchapter I Job Order Contracts Method. The selected contractors will be responsible for recurring projects that may include facilities maintenance, repair, alteration, renovation, remediation, or new construction. The maximum project cost per job order will be \$1,750,000.00 unless an exception is made by the Dallas County Commissioners Court. The total sum of all projects issued within a fiscal year will not exceed \$25,000,000.00. All job order contracts exceeding \$50,000.00 shall be approved by the Commissioners Court after a review by the Dallas County Small Business Enterprise (SBE) department for SBE participation. The unit price book for the job order contracts will be the current year RS Means Facilities Construction Cost Data Book, including all divisions. Over 139 job orders have been issued in the last 4 years under the current Job Orders Contract (JOC) with a combined value of \$45,514,88.41.

II. Specifications or Scope of Work

A. Contractor Qualifications

1. The contractor must have a minimum of 5 years' experience in business as a general contractor. The contractor must provide any business name changes that have occurred in the past 10 years.
2. The contractor must be able to secure performance and payment bonds at 100% of the project cost for all job order contracts. The contractor will provide evidence of its bonding capacity from its surety.
3. The proposer must have the ability to obtain registration with local municipalities when required for a specific project.
4. The contractor must provide 3 reference letters in their proposal from clients they completed projects for in the last 3 years.

B. Contractor Responsibilities

1. Dallas County has several offices and buildings that require a variety of construction, repair, renovation, or alteration services. Dallas County intends to utilize this JOC for small and large construction, renovation, maintenance, and repair projects. Job orders will contain detailed scopes of work to develop pricing and the project timeline. The contractor is required to complete each detailed scope of work for the job order price within the job order completion time. No single job order performed under this contract will exceed \$1,750,000.00, unless an exception is made by the Dallas County Commissioners Court.
2. Construction may include, but not be limited to painting, office rehabilitation (as well as demolition), or completing a new floor plan, etc. (no shell buildouts). Repair is defined as work that involves the restoration of a broken system, component, or sub-component of a building such as doors, electrical outlets, plumbing, flooring, sheetrock, and/or air conditioning systems, etc. Renovation is defined as work that involves the restoration of an office, floor, system, or component of a system to improve functionality. Alteration is defined as work that involves extending a wall, upgrading lighting fixtures, installing a door where one did not exist, replacing flooring, etc.
3. The contractors awarded under this contract may perform an ongoing series of individual projects at different locations throughout the county. All unit prices are based on local labor, material, and equipment prices and are for the direct cost of construction.

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4. The County will present a scope of work to the contractor for each project, and the contractor will review it, conduct site visits, and request clarifications from the County to ensure all necessary work is included in the job order. The contractor will then prepare a job order proposal for the project including a job order price proposal, drawings and sketches, a list of subcontractors, construction schedule, and other requested documentation. The job order price will be a firm fixed price that may not be exceeded without a mutually agreed change order approved by the County and the contractor. The value of the job order price proposal shall be calculated by summing the total of the calculation for each pre-priced task (unit price x quantity x adjustment factor) plus the value of all non-pre-priced tasks. If the job order proposal is found to be complete and reasonable, a job order may be issued.
5. Contractual unit prices for a job order will be established by requiring contractors to propose one or more coefficients or multipliers to be applied to a unit price book. The unit price book will be the current calendar year issue of the Robert Snow (RS) Means Facilities Construction Cost Data Book, including all divisions, with updates as applicable ("Unit Price Book"). The proposer's coefficient is the price multiplier that the contractor proposes to be applied to the Unit Price Book (UPB) ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with public facilities work, other work hours may be necessary.
6. Items that cannot be found in the UPB are considered "non-pre-priced." If an item that is considered basically the same in "form, fit, and function" can be found in the price book, it can be used to price the line item, if appropriate rationale and documentation is provided in the final line-item proposal. If a like item cannot be found, the contractor will obtain three quotes; provide them to the County representative who will negotiate an equitable price with the contractor. Once negotiated, this price can be added to the Unit Price Book (UPB) and will no longer be non-pre-priced. The contractor's coefficient for pre-priced items does not apply to non-pre-priced items. Dallas County retains the right to remove the item from the project and solicit individual quotes for the item if the County deems it necessary.
7. Each job order will be broken down into individual tasks of work, and a total price will be developed based upon the UPB rate and the proposer's coefficient. The price of the work in a job order will be determined by multiplying the UPB rates for individual tasks of work listed in the job order by the proposer's coefficient. For example, if the labor unit price for painting one hundred square feet of gypsum board is \$15.00 (after city cost adjustment) and the proposer's coefficient is 0.85, the Job Order price would be \$12.75 ($\$15.00 \times 0.85 = \12.75). Contractors shall propose a proposer's coefficient that is a net decrease from or increase to the "Total Including overhead and profit (O&P)" costs column in the UPB, and not the "Bare Total" column. The "Total Incl. O&P" shall also be adjusted for the nearest city, and not the national average listed in the UPB. The proposer's coefficient shall be carried to three decimal places only.
8. A job order will reference the detailed scope of work and set forth the job order completion time, and the job order price. The job order price shall be a lump sum, fixed price for the completion of the detailed scope of work. Supporting documentation must be provided, including, but not limited to, man hours worked, materials supplied, etc. A separate job order will be issued for each project. If extra work, credits, or deletions are needed, they will be contained in a supplemental job order. Certified payroll may be required for certain projects as required by Dallas County.
9. Dallas County price requests for JOC projects may include comprehensive construction project drawings and specifications. If the contractor believes that the R.S. Means pricing does not provide the best value for Dallas County, they may provide alternative pricing for consideration during the job order process and show a cost comparison (cost/benefit) option to the County for consideration. It is expected that the awarded contractors will always provide the best value option for the County on all projects for which they are contracted.

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10. All labor, installation, craftsmanship, and workmanship shall be fully warranted and guaranteed for a minimum of one (1) year (parts, service, labor, and travel time) from the date of final acceptance by the County. Parts shall contain a warranty of 1 year, or the manufacturer's warranty period, whichever is greater from the date of installation. Upon discovery of a warranty issue, the contractor will be notified by the County that corrective action is needed, and the contractor will have 5 business days to mobilize and complete the warranty work.
11. The contractor may develop plans and specifications necessary for the procurement and implementation of individual job orders. Contractors shall adhere to all terms and conditions in this RFP as well as with all plans and specifications developed for individual job orders. The scope of services in this RFP do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) including, without limitation, architecture and professional engineering services.
12. The JOC contractor will be responsible for providing all material, equipment, and labor for each project, unless Dallas County indicates otherwise. The contractor is responsible for complying with all general requirements of this RFP. As well, Dallas County offices and buildings are subject to Federal, State, and local codes and standards, and contractor is responsible for meeting all applicable codes, regulations, and ordinances.
13. Also, contractor's adjustment factor must include work that may be done in a secured facility such as, but not limited to juvenile detention facilities, County jails, courthouses, forensic laboratories, and health centers.
14. Contractor shall secure and pay for all fees for all necessary statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance required by the laws of Federal, State, County, and municipal laws, ordinances, rules, and regulations that are required to perform the work or services stated in the agreement. The contractor shall maintain these licenses and permits in effect for the term of this agreement and any renewals. Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this agreement.
15. Contractor represents and warrants that prior to provision of services all employees personnel performing services for the County will have passed a background and drug screening. Dallas County reserves the right to request additional background checks that may be needed for work in sensitive areas.
16. Personnel
 - a. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
 - b. The contractor shall comply with all regulations, security and otherwise, imposed by the County governing the conduct of outside personnel and will be held strictly responsible for the conduct of their employees. Failure on the part of the contractor to abide by regulations may result in the termination of this contract.
 - c. The contractor shall maintain a qualified workforce to ensure progress of work.
 - d. Contractor shall employ only skilled experienced personnel that are knowledgeable in their trade and qualified with the appropriate licenses or certifications if necessary.
 - e. Contractor project management personnel shall carry a phone while on County facilities.

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17. Points of Contact

- a. The awarded contractor(s) shall provide the name(s) and phone number(s) for at least 1 primary individual and 1 secondary individual who will serve as an emergency response contact and can be reached 24 hours a day, 7 days a week when there is a critical need for services. Failure to comply with this requirement may result in termination of the contract.
- b. The awarded contractor(s) shall submit a list of project managers to the County upon award of the contract. The list shall include a name and wireless phone number for each project manager. Any changes to these personnel or phone numbers shall be submitted to the Dallas County Facilities Management contact person. All managers, directors, and/or staff involved in this contract are required to list their names, cell numbers and titles, to help with any issues.

18. Safety and Accident

- a. The contractor shall provide and maintain a work environment which will:
 - i. Safeguard the public, County personnel and agents, property, material, supplies, and equipment.
 - ii. Avoid interruptions of County operations and delays in work completion dates.
 - iii. Provide appropriate safety barricades, signs, and signal lights.
 - iv. Comply with any safety requirement published by any governmental authority with jurisdiction over the site, including Federal, State, or local jurisdictions.
 - v. Ensure that any additional measures which are reasonably necessary for the purposes stated herein are taken.

19. Project Spoils

- a. All unused materials, rubbish, garbage, rags, debris, etc., generated from the repair or replacement work services shall be disposed of off-site daily by the contractor and at the contractor's own expense.
- b. Any material needing removal is to be disposed of off-site in a safe and legal manner.
- c. The contractor shall not stockpile debris, rubbish, garbage, excess materials, or other unwanted materials on the sidewalk or on the street.
- d. Washing of excess materials into the storm drain is prohibited.
- e. Contractor shall not use County dumpsters or trash bins to dispose of material, garbage, or other type of debris from the project site.

C. Job Orders

- 1. Job orders must be performed by the primary contractor and their approved subcontractors for the project as listed in the job order proposal.
- 2. The job order request by Dallas County may include the following:
 - a. A brief scope of work
 - b. Unit Price Book estimate of tasks and quantities of labor, materials, and equipment to do the work
 - c. Draft or sealed plans and specifications designed by professionals or outside consultants
 - d. Required project timelines
 - e. Whether late completion penalties apply.

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3. The job order is issued and reviewed by the Dallas County Department requesting services. The individual job order is a fixed-price lump sum contract when all required authorizations and signatures are obtained and the appropriate authority for Dallas County has approved the work and price. If the job order is over \$50,000.00, the Dallas County Commissioners Court will have final approval authority.
4. After the scope validation site visit and conference with the contractor, if applicable, Dallas County will provide the contractor with a copy of the job order to examine the scope of work, plans and specifications, and any special instructions or conditions that may exist. The contractor is responsible for verifying tasks and defining quantities. The contractor shall then formally respond to the job order. The contractor shall review the project and be fully prepared to discuss all aspects of the job order.
5. After review of the County's job order revisions (if any), the contractor shall recommend approval or disapproval of the job order as presented or proceed to negotiate any items in question. Negotiations of individual job orders are intended and expected to be expedient quality control checks of price proposals received. The contractor is expected to provide fair and reasonable pricing for the work involved based upon the Unit Price Book in its initial proposal for each job order.
6. After the scope of work is finalized and approved, Dallas County will issue a Purchase Order. The Purchase Order does not provide authorization to commence work on a project. Dallas County Facilities Management, or the requesting department, will issue a written notice to proceed to the contractor with the effective start date of the project.
7. The County will evaluate the entire job order price proposal and compare these with the County's estimate of the detailed scope of work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
8. The contractor may choose the means and methods of construction; subject however, to the County's right to reject any means and methods proposed by the contractor that:
 - a. Will create a hazard to the work, persons, or property
 - b. Will not produce finished work in accordance with the terms of the contract
 - c. Unnecessarily increase the price of the Job Order when alternative means and methods are available.
9. The County reserves the right to reject a job order or cancel a project for any reason. The County also reserves the right not to issue a job order if it is determined to be in the best interests of the County. The County may perform such work by other means. The contractor shall not recover any costs arising out of or related to the development of the job order including but not limited to the costs to attend the joint scope meeting, review the detailed scope of work, prepare a job order proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the job order proposal with the County.
10. By submitting a job order proposal to the County, the contractor agrees to accomplish the detailed scope of work in accordance with the request for job order at the lump sum price submitted. It is the contractor's responsibility to include the necessary pre-priced tasks, non-pre-priced tasks, and quantities in the job order price proposal prior to delivering it to the County.
11. Each job order provided to the contractor shall reference the detailed scope of work and set forth the job order price and the job order completion time. All clauses of this contract shall be applicable to each job order. The job order, by the County and delivered to the contractor constitutes the County's acceptance of the contractor's job order proposal. A copy of the job order will be provided to the contractor.

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12. If immediate emergency response is necessary, the contractor shall be required to follow alternative procedures as established by the County. The contractor shall begin work as directed notwithstanding the absence of a fully developed request for job order proposal, Detailed Scope of Work, or job order. The contractor shall be compensated for such work as if the work had been ordered under the standard procedures.
13. Stop Job Order
 - a. The County reserves the right to stop a job order at any time that it is deemed the successful contractor is unable or incapable of performing the work to their satisfaction.
 - b. In the event of a stoppage, the County shall have the right to arrange for the completion of the work in such a manner as it may deem advisable, and if the cost thereof exceeds the amount of the job order, the existing contractor shall be liable to the County for any such cost.
 - c. If the County issues a stop order, the County will give both verbal and written notices outlining the issues and the contractor will have 10 days to respond.

Contractor Use of Premises

1. The contractor shall confine operations at site to areas permitted by permits and contract documents.
2. The contractor must ensure that all tools, equipment, and related materials are always secured when working and around any area that allows residents to be present.
3. Material may not be stored in any area that interferes with the operations of the normal building functions and/or unreasonably encumbers the site. The County will not be responsible for lost, stolen, or damaged property because of storage.
4. Damage to existing utilities, buildings, finished surfaces, equipment, County or public property or improvements resulting from the performance of this contract shall be repaired to the satisfaction of the County at the contractor's sole expense. The repair or replacement work shall be of equal or greater quality to the prior condition. If damage caused by the contractor must be repaired or replaced by the County, the cost of such work shall be deducted from the monies due to the contractor.
5. The contractor's employees will be furnished with an identification badge which will be worn by all of contractor's employees while providing services on County premises or property. The badge shall have the contractor's company name or logo and employee's picture. The badge must be worn in plain sight, on the upper shirt pocket area of the uniform, and must always be visible while on duty at County property.
6. The contractor must restrict personnel from access to other areas of the site and existing building areas, except as required to perform work.
7. Security
 - a. The vendor will abide by all procedures and rules as conveyed by the County regarding security requirements of the building where work is to be performed.
 - b. All the awarded vendor's personnel should wear clothing and/or badges identifying them as their employees.
 - c. All personnel assigned to secured or restricted areas within jail /detention facilities must pass Dallas County and Fingerprint Applicant Services of Texas (FAST) (juvenile) background

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security clearance upon award of the contract prior to being allowed access to these areas. All security forms will be provided to the vendor who is awarded this contract.

8. Security Background Checks

- a. Detention Centers and Jails Building/Facility
 - i. Due to the nature of certain facilities, Dallas County will perform security background checks on all vendor employees and staff, sub-contractor employees and staff and non-county personnel providing services under this contract for these locations.
 - ii. No one will be allowed in the facility until such a time the background security check information is completed and approved by Dallas County. The security clearance usually takes a minimum of five (5) business days.
 - iii. Successful vendors will be required to have a sufficient number of certified workers cleared for access to these facilities at all times, so as to ensure uninterrupted service.
- b. County's Rights to Further Screen Personnel
 - i. In evaluating suitability for placement of the vendor's employees and personnel providing services under this contract, certain County departments/divisions may require additional background checks, including but not limited to, criminal record checks and fingerprinting. These additional background check requirements do not waive any responsibility or obligation of the vendor.
 - ii. Section 344.310 of the Texas Administrative Code requires criminal history searches to be conducted on all personnel who may have direct unsupervised contact with youth in juvenile justice facilities and programs prior to being granted access to juveniles, or facilities, including but not limited to the following:
 1. Vendors and their employees or individuals who are not licensed by the Texas Department of State Health Services or another state agency must have a fingerprint-based criminal history search conducted from databases maintained by the State of Texas and the Federal Bureau of Investigations for each individual providing services under the vendor's contract within two (2) years prior to the date of the most recent contract.
 2. Vendors, including their employees providing services under this contract without a state professional license requirement must submit to fingerprint-based criminal history searches through the Texas Department of Public Safety's Fingerprint Applicant Services of Texas (FAST) system. Vendor is responsible for all costs associated with FAST fingerprint-based check and criminal record check.
 3. Positions with access (or potential access) to Criminal Justice Information (CJI) in accordance with the Federal Bureau of Investigation CJIS Security Policy 5.3, as amended, and the Texas Department of Public Safety's CJIS Policy; or (ii) as deemed necessary, at its sole discretion.
 4. The vendor shall inform all employees and personnel providing services of this contract of the additional background check screening requirements. The additional background check (including fingerprinting) will be the responsibility of the vendor.
 - ii. At all times the vendor must maintain a crew that has passed the applicable County background check and is approved to work in County jail/detention facilities. After

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award of contract, and before a Purchase Order is issued, the vendor must complete the County background form for each employee and submit to coordinator for forwarding to Dallas County's Sheriff Department for review.

- iii. A CJJ clearance may be required, and it will be up to the vendor to send his/her employees in for testing. Background testing approval must be given before any employee can enter any of the juvenile locations. A list showing the vendor's personnel that had submitted their name for testing should be sent to Coordinator along with date of testing and employee birthdate. The County will contact their sources to see if vendor's staff passed testing and will get back with vendor on information.

D. Proposal Submission Requirements

1. It is highly recommended that all contractors examine all documents, questions, and responses provided during the solicitation period and relating to this project to fully understand the nature of the work and quality expectations of Dallas County. By submitting a proposal, the contractor declares they have conducted a thorough investigation of any related project documents, locations, materials, etc. and is familiar and satisfied with such investigation and contractual requirements, limitations, and the various aspects of this project. Dallas County will not consider any claims for compensation whatsoever on account of the contractors' failure to fully investigate and examine the project requirements and job site conditions as required above.
2. The apparent silence of specifications and/or any supplement thereto, or the omission of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. County reserves the right to require Contractor to use alternate methods or products at no additional cost to the County if satisfactory results are not being achieved. Contractor's performance will be evaluated in terms of results achieved based on the agreed upon scope of work.
3. Contractor shall furnish all labor, personnel, supervision, services, administration, reports, forms, documentation, materials, supplies, chemicals, equipment, tools, pay all salaries, wages, taxes including payroll taxes, FICA, benefits, insurance, fees, permits, fuel including fuel surcharges, shipping, transportation, freight, travel time to and from assignments, mileages, parking, tolls, and all other overhead costs including incidentals necessary in accordance with standards, conditions and methods set forth and outlined in this RFP for job order contracting services.
4. Minimum Wage Rate: Contractor shall be required to pay its employees not less than the current Federal Minimum Wage rate or State Minimum Wage Rate (if applicable), whichever is greater. Dallas County reserves the right to inspect and audit the contractor's payroll records to verify compliance with all federal and state wage and hour laws and labor statutes including, but not limited to, payment of minimum wage, payment of overtime, payment of mandatory withholdings. In the event the Federal minimum wage rates are increased, the Contractor may submit a request for increases by providing justifiable documentation addressing the wage rate increases and a list of employee name(s), employment date(s), and current pay rate (s) of the staff assigned to this contract that are affected by the rate increase. Failure to submit this information within ten (10) days constitutes successful contractor's acknowledgement and understanding that revised Federal or State Minimum Wage Rate or law will not impact its proposal prices throughout the term of contract and waiver of any contractual price increase request(s).

E. Communication

1. The contractor's assigned Account Manager must respond to all phone calls and emails from County personnel within 1 business day.

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2. If defective work is identified during a project, Dallas County will notify the contractor in writing, and the contractor will have 3 business days to correct the defective work.
3. The contractor will coordinate kickoff and closeout meetings with Dallas County for each job order. Depending on the size and schedule of the project, additional progress meetings may be required by the County.

F. Performance Measures and Contract Management

1. Contractor will designate a dedicated Account Manager to serve as the primary point of contact between Contractor and the County.
2. Account Manager is expected to establish a recurring meeting with County Designee to review services, any issues which may arise, and provide project status reports on the schedule, including the content requested by the County. Status reports, at a minimum, must include the following information:
 - a. Status of the project budget.
 - b. Scheduling updates
 - c. Risk analysis report.
 - d. Project issues
 - e. Projected project end date.
3. Respond in writing to all service issues and/or performance shortfalls that the County advised contractor of in writing. The response will include details of the steps taken to correct the issue and the procedure(s) that have been put in place to prevent occurrence of similar problems.
4. Keep track and report of small business enterprise (SBE) participation and provide an update on a quarterly basis - also add above that SBE utilization should be noted on each statement of work (SOW).
5. The contractor will provide a job order proposal within 10 business days after the complete scope of work has been provided by the County and all necessary site visits have been completed. If the contractor is unable to provide a job order within the agreed time frame, the contractor must email the County representative with an explanation before the end of the 10-business day period.
6. Upon the issuance of a purchase order for an agreed job order, the contractor will wait for a notice to proceed from the County. Once a notice to proceed has been issued, the contractor must mobilize to begin fulfillment of the job order within the time frame specified in the notice to proceed.
7. Upon commencement of job, the contractor will provide weekly updates to the County detailing the progress of the job order, any issues encountered, and a Gantt chart reflecting the current task schedule.
8. The contractor's performance will be reviewed and assessed annually by the County, if performance on job orders has not been satisfactory to the County, the County will advise the contractor in writing and the contractor will have 10 business days to take corrective action and fix the described issues.
9. After final completion of each job order the contractor must submit all as-builts, warranty information, and closeout documents within 10 business days of final completion.
10. When inspections are required by the authorities having jurisdiction for the work performed, the contractor will ensure that all code requirements are met so that the work will pass inspection on the first attempt. If

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work fails the inspection, the contractor will notify Dallas County in writing within one business day and provide the reason for the failed inspection and what corrective measures will be taken by the contractor.

G. Audit Requirements

1. All job order records including, but not limited to timecards, material receipts, and subcontractor invoices must be maintained for review a minimum of 5 years after project completion.
2. Upon request by Dallas County, the contractor will provide all requested documentation within 5 business days.

H. Service Completion Schedule

1. All normal business hour work will be conducted from 7:00am until 3:30pm each day.
2. After hours, weekend, and holiday hours are defined as after 5:00 p.m. Monday – Friday, and all day on Saturday, Sunday, and County holidays. In the case of the jails, there are no holidays.
3. Service Acceptance
 - a. Within three (3) business days after completion, the contractor shall schedule a meeting and walk through at the actual project site with the Facilities Manager or a designated representative. The purpose of the meeting is to inspect and verify that all services performed are in accordance with the job order specifications and requirements.
 - b. If work, services, performance and/or products are unacceptable, the problem areas will be reported to the contractor by the Dallas County Contracts Manager.
 - c. The contractor will be required to correct all problem areas immediately. Final payment to the contractor shall be withheld until all work, services, and/or products are deemed acceptable.
 - d. Acceptance of all work performed under this contract shall be at the sole discretion of the County.
4. Upon completion of a project, all equipment and supplies shall be removed from the service location(s) within 3 business days. If unable to remove equipment and supplies within 3 business days, the contractor shall notify the Dallas County project representative in writing.
5. The contractor will complete the job orders based on the original approved schedule provided in the job order. If the contractor is unable to complete the job order within the time frame of the original schedule, the contractor will provide an explanation and a new estimated schedule to Dallas County within 3 business days.

I. County Responsibilities

1. The County will be responsible for the following items during the term of this contract.
 - a. Shall provide the Contractor with general and specific orders detailing services at each contracted location.
 - b. Give additional written or oral instructions to clarify the desired performance as is determined by the County to be needed.

III. Evaluation Criteria

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

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Criteria	Points
Experience	35
Approach	30
Cost	20
Small Business Enterprise	15
Total Points	100

IV. Proposal Format

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

1. Letter of Transmittal - The letter of transmittal must include the following: clearly identify the submitting organization; identify the name and title of the person authorized by the organization to contractually obligate the organization; identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization; identify the names, titles and telephone numbers of persons to be contacted for clarification; identify the tax identification number; explicitly indicate acceptance of all the General Conditions and Requirements conditions.
2. The contractor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person. The contractor should also provide an organizational chart that includes key management personnel and their roles and responsibilities.
3. Staffing Capacity – The contractor selected must have the capacity to handle all job orders submitted, begin work immediately upon notice to proceed, and provide a reasonable and efficient project schedule.
4. Experience
 - a. The contractor will provide 5 project examples from within the last 5 years of successfully completed projects that were valued at \$1,750,000.00 or below.
 - b. The contractor will provide resumes for the account manager, superintendent, and project manager that would be assigned to Dallas County projects. The resumes must also include their work history, experience, education, professional affiliations, and relevant certifications.
 - c. The contractor will provide a narrative history of the firm, number of years in business, types of projects completed, and experience with fulfilling job order contracts.
5. Approach – Technical approach represents the quality and professionalism of the construction methods described in the technical RFP proposal. Contractor’s proposal shall include, in narrative, outline, and/or graph form the contractor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. The contractor shall describe their approach to job order contracts and how they are able to maximize value within budget constraints.
 - a. The contractor will provide a narrative describing how they would handle unforeseen problems or conditions on projects once they are identified.
 - b. The contractor will provide their approach to scheduling and how they ensure the work is completed within the original agreed time frame.
 - c. The contractor will provide a narrative describing their approach to safety on their projects and how they reduce workplace accidents. The contractor will also provide their Experience Modification Rate (EMR).
 - d. Provide a subcontractor management plan which details how you identify, qualify, and coordinate subcontractors on your projects and ensure that subcontractors can meet high standards. Provide information of existing subcontractor relationships if they will be utilized for this contract.

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- e. Describe how you ensure the quality of work on your projects and your quality control plan for your organization.

V. Documents Submitted with Proposal or Upon Request

1. Attachment S - Small Business Enterprise (SBE) Forms (mandatory must be submitted with proposal.
2. W-9 signed within the last 6 months.
3. Proposal Documents

VI. Pre-Proposal Meeting

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

Pre-proposal conference 3/12/26 at 10:00 a.m. (CST), the pre-proposal meeting will be conducted through a conference call.

Microsoft Teams meeting

Join:

<https://teams.microsoft.com/meet/22246499348098?p=u4d0BwKPilavuBpL>
[Ok](#)

Meeting ID: 222 464 993 480 98

Passcode: NH7HK2hg

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Dial in by phone

[+1 469-208-1731,,539959987#](tel:+14692081731539959987) United States, Carrollton

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Phone conference ID: 539 959 987#

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

The deadline for the submission of questions is on 3/19/26 at 2:00 p.m. (CST) through Bidnet.

VII. Term and Commencement Date

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

VIII. Award Method

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

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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.

IX. Opening of Proposals

Proposal reading shall be conducted: 4/9/26 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_NDM5MjMxNzltYzk0Mi00Y2NjLThiMzctYTBjYTE3M2M4MzVh%40thread.v2/0?context=%7B%22Tid%22%3A%2251adcfad-72f1-479c-b28f-52412e04014b%22%2C%22Oid%22%3A%22f4fb30c2-bb8b-428a-8d86-8365dbdb061f%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&btype=a&role=a. Proposals will be publicly opened in compliance with public proposal opening statutory requirements.

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

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

Firms will be required to submit additional questions presented at the pre-proposal and/or after the conference. All additional questions must be received by 3/19/26 at 2:00 pm (CST)

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

XI. Proposal Submittal and Exception Requirements

To be considered for award, the proposal response must be submitted by 4/9/26 at 2:00 p.m. (CST). Responses shall be submitted electronically through Bidnet, the County’s online public solicitation platform <https://www.bidnetdirect.com/texas/dallas-county>. Although the County prefers submissions in electronic form, a respondent may elect to submit their proposal in hard copy. To submit in hard copy, the vendor may deliver or ship to: Dallas County Purchasing Department, Records Building 500 Elm Street, Suite 5500, Dallas, Texas 75202. When submitting a response in hard copy, the County requires two (2) duplicate hardcopies (one original and one copy) to be submitted.

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

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

XII. Location and Invoicing

The County shall pay invoices in 30 days. In order for the County to pay invoices in 30 days, the vendor’s invoice must be correct, and reflect the work or goods delivered to the County. The 30 days begin when the County has received a correct invoice reflecting the work or goods delivered. If the County receives an invoice that is not correct and/or reflective of work or goods that have been delivered, the County will

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request a corrected invoice and the 30-day period will begin once the correct invoice has been received. All work described in the vendor invoice must have been delivered in compliance with the terms of the contract.

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

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

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

XIII. Communication

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

All questions regarding this solicitation are to be submitted in writing to Benedict Parks, Dallas County Purchasing Department via [Bidnet](https://www.bidnetdirect.com/texas/dallas-county) (<https://www.bidnetdirect.com/texas/dallas-county>), the County's procurement platform. If the respondent does not have access to the County's solicitation platform, the respondent may submit their questions in writing via email to benedict.parks@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.)

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XIV. 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.

XV. Proposal Pricing

Proposal pricing shall be firm for the entirety of the contract unless otherwise stated herein. Costs not included or calculated in the applicable unit prices as proposed will not be paid by the County, regardless of the intentions of the proposer when the proposal was submitted and regardless that those costs were actually incurred. Cumulative change orders shall not exceed 25% of the original amount awarded during contract term. Requests for change orders shall be reviewed and considered at the County's sole discretion.

XVI. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Waiver of Subrogation
 - b. Thirty (30) day Notice of Cancellation
 - c. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers.
- 1.4. Builders Risk Insurance: Contractor shall maintain during the term of this contract, at its own expense, All Builders Risk Insurance in the amount equal to one hundred percent (100%) of the initial contract amount plus values of subsequent modifications and change orders. Covered perils shall include but not be limited to: Contractor's labor and workmanship, materials, fixtures, equipment, defects, fire, wind, lightning, and other weather-related hazards, damage, extended coverage, vandalism, and malicious mischief, and theft.

Policies under this Section are subject to the laws of the State of Texas and include the following endorsements in favor of Dallas County

- a. Name Dallas County as loss payee as its interest may appear
 - b. Thirty (30) day Notice of Cancellation
- 1.5. Performance Bond (for contracts in excess of \$50,000): Contractor within ten (10) days after contract award or prior to the commencement of any work or delivery services under this contract Contractor shall furnish to the County a Performance Bond in the amount equal to one hundred percent (100%) of the contract amount, executed by a solvent corporate surety or corporate sureties which are on the approved list of the United States Department of Treasury (Federal register Circular 570 - "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies", Sections 9304 through 9308 of Title 31 of the United States Code. Surety Companies Acceptable on Federal Bonds. The Surety must also be duly authorized to do business in the State of Texas.
- 1.6. Payment or Material and Labor Bond (for contracts in excess of \$25,000): Contractor within ten (10) days after contract award or prior to the commencement of any work or delivery services under this contract Contractor shall furnish to the County a Payment or Material and Labor Bond in the amount equal to one hundred percent (100%) of the contract amount, executed by a solvent corporate surety or corporate sureties which are on the approved list of the United States Department of Treasury (Federal register Circular 570 - "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies", Sections 9304 through 9308 of Title 31 of the United States Code. Surety Companies Acceptable on Federal Bonds. The Surety must also be duly authorized to do business in the State of Texas.

The bonds must clearly and prominently display on the bond or on an attachment to the bond the name, mailing address, physical address, and telephone number, including the area code, of the

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surety company to which any notice of claim should be sent, or the toll-free telephone number maintained by the Texas Department of Insurance under Chapter 521.051 of the Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free telephone number.

In the event the contract is prematurely terminated due to Contractor's breach and/or nonperformance of the contract, the County reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, County will seek its attorney's fees and costs of suit from Contractor which amount Contractor shall pay in the event that County prevails in such action.

All bonds shall be delivered to the Dallas County Purchasing Agent located at 500 Elm Street, 5th Floor, Suite 5500, Dallas, Texas 75202. No work shall be authorized until the bond has been submitted to Dallas County Purchasing Agent.

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

- a. Endorsement: Except Workers Compensation and Professional Liability, name Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage;
- b. Endorsement: Provide for thirty (30) days prior written notice will be given to the County for cancellation, non-renewal or material reduction/change in coverage provided under all policies, except in cases of cancellation for non-payment, in the event of which notice shall be provided as required by state law to Dallas County;
- c. Endorsement: Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss;
- d. Provide for endorsement that the "other insurance" clause shall not apply to County where County is the additional insured on the policy;
- e. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of the contract is satisfactorily completed and formally accepted;
- f. All insurance coverage shall be on a per occurrence basis, if coverage is written on a claims-made basis, the retroactive date shall be prior to or coincide with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. The coverage shall be continuous for the duration of the contract agreement and for not less than two (2) years following the end of the contract agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the contract agreement;
- g. Contractor shall be solely responsible for the deductible and/or self-insured retention for any loss;
- h. Contractor insurance policies coverage shall be written on a primary basis and non-contributory with any other insurance coverages and/or self-insurance carried by Dallas County;
- i. Default/Cumulative Rights/Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages.
- j. Approval and acceptance of Contractor's services and work by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor's services or work; nor shall such approval and acceptance be deemed to be an

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- assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard;
- k. Contractor shall provide that all provisions of this contract agreement concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies;
 - l. Contractor and their freight contractors must be prepared to show coverage verification prior to entering upon County premises;
 - m. Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of this contract agreement, or cancellation of this contract agreement or both (Dallas County Commissioners Court Order 2003-1792, September 30, 2003);
 - n. Insurance Certificates: The certificates of insurance shall list County as the certificate holder. Any and all copies of Certificates of Insurance shall reference any applicable (Solicitation Number, Commissioners Court Order Number, or contract number for which the insurance is being supplied). All insurance policies or duly executed certificates for the same required to be carried by Contractor under this contract agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: Dallas County Purchasing Agent located at 500 Elm Street, Suite 5500, Dallas, Texas 75202; and
 - o. All insurance required to be carried by Contractor or subcontractors under this contract agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County shall not relieve or decrease the liability of Contractor.

2. Insurance Lapse

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

XVII. Discussion With Reasonably Qualified Proposals

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

- Notice that this is the opportunity to submit written best and final offers
- Notice of the date and time for submission of the best and final offer
- Notice that if any modification is submitted, it shall be received by the date and time specified or it will not be considered
- Notice of any changes in the Proposal requirements

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

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

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

XVIII. Rejection or Acceptance of Proposals

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

XIX. Late and Withdrawn Proposals

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

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

XX. Confidentiality

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

XXI. Disqualification Of Proposers

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

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

XXII. Permits Required by Law

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

XXIII. Records and Audit

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

XXIV. Assignment of Contract

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

XXV. Default by Proposer

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

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

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

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

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

XXVI. Termination

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

XXVII. Miscellaneous

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

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

XXVIII. Indemnity

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

XXIX. Selection Process

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

XXX. Development Costs

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

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XXXI. Contract Award

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

XXXII. Certificate of Interested Parties (Form 1295)

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

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

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

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

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

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

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

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

Definitions:

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

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

(c) “Controlling interest” In accordance with the Texas Ethics Commission, Chapter 46.3(c) and applicable to Texas Government Code §2252.908 - (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or

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other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

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

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

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

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

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

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

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

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

XXXIII. Conflict of Interest

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

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

The following provisions apply to Federally funded procurement:
Clean Air Act

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

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

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

Federal Water Pollution Act

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

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

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

Suspension and Debarment

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

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

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

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

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

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

Prohibition on Contracting for Covered Telecommunications Equipment or Services

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

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from

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obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

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

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

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

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

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

(c) Exceptions.

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

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

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

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

(ii) Covered telecommunications equipment or services that:

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

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

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

(d) Reporting requirement.

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

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

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

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

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

“Domestic Preference for Procurements

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

For purposes of this clause:

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

The following pertains to projects that include Construction:

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

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

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

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

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

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

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

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access

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to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

RFP 2026-014-7099

FOR JOB ORDER CONTRACTING SERVICES

BETWEEN

DALLAS COUNTY, TEXAS

AND

XXX

This Master Agreement (“Agreement”) is made and entered into by and between the Dallas County, Texas, (“County”) a political subdivision of the State of Texas acting by and through the Dallas County Commissioners Court and XXX (“Contractor”) with a place of business at XXX. Both County and Contractor are sometimes referred to as “Party”, or collectively as “Parties.”

WITNESSETH:

WHEREAS, County issued an RFP for Job Order Contracting (“RFP”) for services as described in Texas Government Code 2269 Subchapter I Job Order Contracts Method;

WHEREAS, Contractor responded to RFP; and

WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, Contractor represents that it has the experience and holds all necessary permits, licenses and certificates to practice and perform the services and desires to perform the services covered in this Agreement including, facilities maintenance, repair, alteration, renovation, remediation, and/or minor construction of facilities owned and/or leased by Dallas County, Texas; and

WHEREAS, County desires to retain a qualified and experienced Contractor to provide Job Order Contracting, hereinafter, referred to as the "Project"; and

WHEREAS, County has selected Contractor as the highest ranked firm for County RFP for Job Order Contracting SERVICES and agrees to pay Contractor for the services provided as detailed in this Agreement;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work and services contained herein, as attached and made a part hereof, County and Contractor mutually agree as follows;

1. INCORPORATED DOCUMENTS

The following documents are incorporated by reference as if fully reproduced herein:

Cost/Pricing, attached as Exhibit A;

Contractor’s Title VI Assurances and Compliance, attached as Exhibit B;

Contractor’s Small Business Enterprise (SBE) and Hub Participation Report, attached as Exhibit C;

County’s RFP for Job Order Contracting, attached as Exhibit D;

Contractor's response to the RFP, attached as Exhibit E; and
Criminal Justice Information Security Addendum attached as Exhibit F.

2. ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between or among the provisions of this Agreement between the County and Contractor or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence: (1) this Agreement; (2) Exhibit A; (3) Exhibit D; (3) Exhibit E; (4) Exhibit B; (5) Exhibit C; and (6) Exhibit F.

3. CONTRACT TERM

The initial term of this Agreement shall be for an initial term of two years with three one-year renewal options, commencing upon the date of execution by Dallas County Commissioners Court ("Effective Date"), unless terminated earlier under any provision hereof (the "Term"). These services will be used on an as needed basis and the contract will be established as an indefinite delivery/indefinite quantity, estimated contract which allows County to utilize these services on an as needed basis for the term of the Agreement. Upon expiration of the Term of this Agreement or any period of renewal, Contractor agrees to hold over the terms and conditions of this Agreement for such a period of time as may be reasonably necessary, but not to exceed one hundred twenty (120) days, to renew this Agreement or allow the County to re-solicit this Agreement through a competitive solicitation process.

4. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to provide Job Order Contracting.

5. SCOPE OF SERVICES AND WORK

The scope of the project is to provide Job Order Contracting for Dallas County in accordance with the Scope of Services as outlined in the RFP and Contractor's response to the RFP.

5.1 Generally

5.1.1 During the term of this Agreement, County will identify individual maintenance, repair, alteration, renovation, remediation, or minor construction requirements and issue job order proposal requests for Contractor to meet those requirements.

5.1.2 Contractor will be required to: (a) schedule and attend a site visit, (b) develop a proposal and submit it to County for approval, and (c) create a line-item cost estimate using the unit price book set forth in **Exhibit A** and a computerized cost estimating system. Once a proposal is approved and County issues a Job Order signed by County and Contractor, Contractor will provide all materials, labor, tools, equipment, supervision, project management, and quality control necessary and reasonably inferable to successfully complete the Job Order in the required time frame.

5.1.3 County may self-perform the development of plans and specifications or procure architectural and engineering services through professional services providers. The Professional Services Provider for each Project shall be as specified in the individual Job Order.

5.1.4 Contractor shall do everything required by this Agreement, any Additional General or Special Conditions of this Agreement, the Drawings, and Specifications for each Job Order and any other requirements incorporated into this Agreement or a specific Job Order by reference.

5.2 Job Orders. The procedures for establishing each job order is as follows:

5.2.1 Proposal Request. Upon identifying a specific project, County will issue a proposal request substantially in the form set forth in **Exhibit A** (the “*Proposal Request*”) describing the work, proposed schedule, and other requirements for the project.

5.2.2 Contractor’s Proposal. Within 10 working days of receiving a Proposal Request, Contractor shall provide a written proposal to County signed by a representative of Contractor, who is authorized to execute contracts and Proposals on behalf of Contractor (the “*Project Proposal*”). A Project Proposal shall, at a minimum, include the following:

5.2.2.1 A narrative description of Contractor’s understanding of the scope of work;

5.2.2.2 A description of particular phases of the scope of the work, if applicable;

5.2.2.3 A Cost Proposal prepared in accordance with **Exhibit A** detailing:

5.2.2.3.1 the cost of the ‘pre-priced’ items as taken from **Exhibit A**;

5.2.2.3.2 the cost of any ‘non-pre-priced’ items;

5.2.2.3.3 any other costs that the Contractor intends to charge to the project;

5.2.2.3.4 a statement that all Contractor fees, overhead expenses, and general conditions are included in the Cost Proposal; and

5.2.2.3.5 a lump sum figure for performing the work, if appropriate.

5.2.2.4 A proposed date to commence the work and construction schedule;

5.2.2.5 A list of all subcontractors that Contractor proposes to use in the performance of the work;

5.2.2.6 Any qualifications or conditions applicable to the Project Proposal; and

5.2.2.7 A summary statement of the total dollar amounts of all previous Job Orders entered into under this Agreement to date.

5.2.3 Project Proposal Review. County and Contractor shall review the Project Proposal and negotiate any changes, clarifications, or modifications as required. Contractor shall submit a revised Project Proposal incorporating any changes, clarifications, or modifications made in the review process. County may accept, reject, or seek further modification of any Project Proposal. Contractor is not authorized to perform any work until the specific Job Order is executed and a Notice to Proceed is issued by County. In any event, County reserves the right to reject any and all Proposals in its complete discretion and to perform the Work itself, or through another contractor or another delivery method.

5.2.4 Project Proposal Acceptance and Notice to Proceed. Upon execution of a specific Job Order, County shall issue a written Notice to Proceed. The Notice to Proceed authorizes Contractor to begin the work identified in the Job Order (the “*Work*”) on the date specified in the Notice to Proceed. Contractor shall complete the Work within the number of days specified in the Project Proposal accepted by County, subject to extensions of time approved by the County through a Change Order. The time set forth for completion of the Work for each Job Order is of the essence and is an essential element of the Job Order.

5.2.5 *Scope of Work.* The terms of a Job Order issued in response to a Proposal Request and acceptance of a Proposal will govern all of the Work issued for construction. It is Contractor's obligation to perform the Work issued for construction within the time stated in the Job Order. The scope of work under a Job Order includes all Work specifically identified by County and reasonably inferable therefrom. County will endeavor to issue all required Work in one of its Facilities at a single time, but this may not be possible and it may not be possible for Contractor to perform all Work at a single Facility within a single mobilization.

5.2.6 *Quality Control.* Contractor will be responsible for quality control and must perform all Work in accordance with drawings, applicable codes, the construction documents, and the Contractor's quality control and safety plans submitted with its proposal in response to the RFP. County will periodically observe the Work, prepare punch lists when required, and participate in a Substantial Completion and final inspection prior to acceptance and approval for final payment.

5.2.7 *Daily Reports.* Contractor shall prepare daily progress reports on each active Job Order and submit them electronically or in paper form to County at the end of each work day. County will provide the form to be used for the daily reports.

5.2.8 *Cost Estimating Software.* Contractor will obtain and use, at the Contractor's sole cost and expense, for automation and estimation standardization purposes, its own access to construction database estimation software. Contractor must also submit all cost proposals electronically using this software.

5.2.9 *Changes.* Job Orders may be amended by Change Order.

6. COMPENSATION

6.1 The compensation shall be paid in accordance with the pricing structure set forth in Exhibit A. The cost of each specifically authorized project will be established in individual Job Orders issued by County and signed by County and Contractor. The established cost in each Job Order shall not be increased except by written Change Order executed by County and Contractor.

6.2 County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from County to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to County in the manner specified herein.

6.3 No Minimum Amount of Work. It is expressly understood that County is under no obligation to request any services from Contractor and no minimum amount of work is required under this Agreement. County will make any and all Proposal Requests on an as-needed basis, subject to future agreement on the scope of the work and its cost.

7. TERMS AND CONDITIONS OF PAYMENT FOR SERVICES OR WORK

7.1 Contractor agrees to accept the specified compensation as set forth in Exhibit A as full remuneration for performing all services and furnishing all professional services, supervision, labor, personnel, staffing, documentation, reports, taxes, travel, transportation, shipping, freight, insurance requirements, bonds, supplies and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for products

and services delivered in accordance with this Agreement. County shall have no obligation to pay any sum in excess of total Agreement amount specified herein.

7.2 Invoices shall be verified and approved by the County authorized representative and subject to routine processing requirements. Payments made by the County shall not preclude the right of County from thereafter disputing any items involved or billed under this Agreement and shall not be construed as acceptance of any part of the services and/or goods. Payment will be made upon receipt and acceptance by the County of completed work, services or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

7.3 The County reserves the right to withhold any payment or partial payment otherwise due the Contractor for unsatisfactory performance, services or work incomplete, unacceptable work or services or damage by the Contractor, his employees or subcontractors. The County shall provide notice of any work or services that involve disputed costs, involve disputed audits, that is deemed to be incomplete or unacceptable, for which the Contractor shall rectify that condition to the satisfaction of County. If Contractor fails to rectify and correct the incomplete or unacceptable work or damage within a reasonable time, County will also reduce the bill for any services deemed unsatisfactory, unacceptable, and incomplete or damaged. At no time will penalty assessment be recoverable by the Contractor. Contractor shall take all proper precautions to protect County and private property from damage and/or loss. Should any damage to, and/or loss of, property be caused by the Contractor, the Contractor will be required to make repairs and/or restitution immediately at its own expense.

7.4 Prompt Payment Act : Contractor agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

7.5 All invoices must reference a valid Dallas County Purchase Order Number (when applicable).

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

7.7 Contractor shall submit monthly invoices for all services or work performed during the previous calendar month. Two (2) invoices are required. All invoices shall be submitted to the Dallas County Auditor's Office with a copy to originating department indicated below and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. Failure to provide the appropriate supporting documentation will result in the delay payment. Invoices shall cover goods and services not previously invoiced. Contractor shall reimburse the Dallas County for any monies paid to Contractor for goods or services not provided or when goods and services provided do not meet the Agreement requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items involved or invoiced under this Agreement and shall not be construed as acceptance of any part of the goods or services. Invoices and support documentation are to be sent to:

Original invoice shall be sent to:

Dallas County Auditor's Office
Attn: Accounts Payable
500 Elm St., Suite 4200
Dallas, Texas 75270

Copy of invoice(s) shall be sent to:

Dallas County Facilities Management
Attn: Director of Facilities Management
600 Commerce St., 9th Floor
Dallas, Texas 75202

7.8 All billing shall be done on a timely and accurate basis. Contractor shall submit monthly invoices from services completed in the previously month no later than the 15th of each month. Payment will be made within thirty (30) days after receipt of an approved invoice with supporting documentation to the Dallas County Auditor's Office.

Upon termination of this Agreement, amounts due the Contractor from the County under the terms of this Agreement, shall be prorated as of the date of termination.

7.9 Invoices received without all the required supporting documentation and information will not be processed and will be returned to the Contractor unpaid.

8. SMALL BUSINESS ENTERPRISE PARTICIPATION

8.1 Contractor agrees to comply with the provisions of the Small Business Specifications contained in Exhibit C. Contractor, if subcontracting portions of the work or services herein, agrees to allocate work or services to sub-consultants or sub-contractors which are Small Business Enterprise (SBE) firms in accordance with Exhibit C (herein after "Participation Plan"). No changes to the Participation Plan may be made unless approved in writing by Dallas County Office of Small Business Enterprises. During the performance of all work or services under this Agreement, Contractor and its agents shall comply with all SBE policies of Dallas County. The information shall be identified per firm, discipline, and participation. During the Term of this Agreement, Dallas County will require information from the Contractor, and may conduct audits, to assure that the Participation Plan is being followed.

8.2 With each Contractor request for payment, the Contractor shall report their actual payment and compliance Plan Participation information to:

Dallas County Office of Small Business Enterprises
500 Elm Street, Suite 0300
Dallas, Texas 75202

Dallas County Purchasing Department and Dallas County Small Business Office has implemented a web-based, vendor/contractor tracking and reporting system (B2Gnow) to streamline the current manual process of tracking payments to all tiers of subcontractors/sub-consultants. Contractor will report all payments and other requested information into the new system.

8.3 Should Contractor propose the deletion of a SBE classified or certified subcontractor from its employ, the Contractor shall use reasonable efforts to substitute a subcontractor of like classification or certification, and if Contractor is unable to substitute a subcontractor of like classification, Contractor shall provide Dallas County Office of Small Business Enterprises with documentation of its reasonable efforts to acquire the services of a SBE replacement firm. The parties understand that performance of this Agreement is time-sensitive and substitution of a subcontractor of like classification may not always be feasible.

8.4 Changes to the List of Subcontractors must be reviewed and approved by the Dallas County Office of Small Business Enterprises Officer prior to any changes being made. In addition, Contractor shall notify the

Dallas County Office of Small Business Enterprises if the percentage of Plan Participation declines or falls below the level of participation represented in this Agreement. Contractor shall promptly notify the Dallas County Office of Small Business Enterprises within ten (10) days and obtain a listing of other certified Small Business Enterprise (SBE) firms to meet the commitment amount.

9. ASSURANCES

9.1 Contractor 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.

9.2 Contractor assures that neither it nor its employees, volunteers, agents or officers shall receive personal benefits, commission, consideration, or gains in performance of the work or services outlined in this Agreement. Furthermore, Contractor agrees to disclose prior to commencement of a particular assignment any material or financial interests that it or a third party may have in the work or services required under this Agreement.

9.3 Contractor assures that funds received pursuant to this Agreement will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract.

9.4 Contractor shall pay all subcontractors and consultants in a timely manner. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Agreement, Contractor 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 Agreement.

9.4.1 Phasing. Contractor shall not proceed beyond any previously authorized phase of the Work for a Job Order unless authorized by the County in writing, except at the Contractor's own financial risk. Applicable phases of the scope of work shall be identified in the Job Order.

9.5 Under Section 231.006, Texas Family Code, Contractor 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 Agreement. Contractor hereby acknowledges that this Agreement may be terminated and payment may be withheld if this Certification is inaccurate.

9.6 Contractor 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 Agreement by any Federal department or agency.

9.7 Best Efforts to Minimize Costs to County: Contractor 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 Contractor's other obligations under this Agreement.

9.8 Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Contractor in default and material breach of this Agreement 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.

9.9 Governmental Consent: Contractor 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 Agreement.

9.10 Corporate Good Standing: Contractor 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 Contractor's ability to fulfill its obligations hereunder.

10. CONTRACTOR'S PROFESSIONAL WARRANTIES

10.1 No Actions, Suits, or Proceedings: Contractor warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Contractor's ability to fulfill its obligations under this Agreement. Agreement further warrants that it will notify County immediately if Contractor becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect on Contractor's ability to fulfill the obligations under this Agreement.

10.2 Warranty of Contractor's Capability: Contractor warrants that it is financially capable of fulfilling all requirements of this Agreement and that Contractor is a validly organized entity that has the authority to enter into this Contract. Contractor warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Agreement.

10.3 Professional Quality: Contractor warrants to County that all materials, work, and services will be of professional quality conforming to generally accepted practices, and that all work and services provided under this Agreement 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 work or services, then Contractor 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 or improves the performance of County's expectations, objectives, and purposes as stated in this Agreement. 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 Agreement. 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.

10.4 Collusion: Contractor expressly warrants and certifies that neither the Contractor 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 competitive bidding process for this Agreement or this Agreement itself.

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

11. REPORTING

11.1 Reporting. Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation or termination of this Agreement with no obligation to pay for undocumented work or services, or both.

11.2 Access to Records. Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to

Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Dallas County, Texas within a reasonable time.

11.3 Ownership. Contractor agrees that all information, findings, reports, data, and supporting documentation that is unique to the work or services provided hereunder shall remain the property of County.

11.4 Adequacy of Records. If the Contractor's books, records, and other documents relevant to this Agreement are not sufficient to support and document that allowable work or services were provided to County, Contractor shall reimburse County for the services not so adequately supported and documented. If any audit reveals any material deviation from this Agreement and specification requirements, any misrepresentation, or any overcharge to the County, the County will be entitled to recover damages, as well as the cost of the audit.

11.5 Audit. The Dallas County Auditor, its assigns, a Federal agency, a State agency, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County, Texas at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, Contractor shall make all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.

11.6 Availability and Retention of Records. All financial books, records, statistical and management books and records pertaining to the work or services delivered and all financial books, records, statistical and management books and records shall be available for examination and audit by County, Federal, State or the County's duly authorized representatives for a period of not less than four (4) years after final payment of the Contractor's fee expenses under the Agreement or until all pending County, State, and Federal audits are completed, whichever is later. All records related to this Agreement must be kept in a single location, either at Contractor's principal place of business or its place of business where the work or services are performed.

12. CONFIDENTIALITY AND OPEN RECORDS ACT

12.1 Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the work or services under this Agreement, unless authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable, for the work and services performed for County under this Agreement. **This excludes** information (i) that is or becomes publicly known through no act or failure to act of the Contractor; (ii) that is publicly disclosed by County; (iii) that is lawfully obtained without obligations of confidentiality by Contractor from a third party; (iv) that is independently developed by Contractor from sources or through persons that had no access to County's Confidential Information; or (v) that is lawfully known by the Contractor at the time of disclosure other than by reason of disclosures by County.

12.2 Public Information Act. The Parties acknowledge and agree that County is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552, also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions, and opinions of the Texas Attorney General.

Contractor hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by Contractor or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

12.3 To the extent permitted by the Public Information Act, the Parties agree to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other party, or any information related to this Agreement, other than performing each party's obligations under this Agreement. However, this the Parties expressly agree that this Agreement and all its incorporated attachments and exhibits shall be public information.

12.4 Confidential or Proprietary Marking. Any information or documents Contractor uses in the performance of the work or services provided under this Agreement that Contractor considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

12.5 Notwithstanding anything to the contrary herein, Contractor agrees to comply with the requirements of the Public Information Act (the "Act"). In the event a request for public information is requested, and such information includes Contractor's information or documents, Contractor may request an opinion from the Texas Attorney General pursuant to Section 552.305 of the Texas Government Code. Contractor's use of information or documents in the performance of the Services provided under this Agreement without specific sections marked "confidential or proprietary" shall not deem its information and/or documents as non-proprietary or non-confidential, as such is not required by the Act.

13. 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 CONTRACTOR'S BREACH OF THIS AGREEMENT 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; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CONTRACTOR AND COUNTY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

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

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

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

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

14. INSURANCE

14.1 Without limiting any of the other obligations or liabilities, Contractor at its own expense shall purchase and maintain the minimum insurance and limits and shall likewise ensure that all of its consultants, subcontractors and their sub-subcontractors (collectively known as "Contractor") purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement, whether such operations are carried out by the Contractor, by any consultant, subcontractor, or by anyone directly or indirectly employed by Contractor or any subcontractor, or by anyone for whose acts any of them may be liable. Contractor is solely responsible for payment of all deductibles and retentions associated with the claims filed. Contractor agrees that the insurance requirements specified herein do not reduce the liability Contractor has assumed in any indemnification or hold harmless section of this Agreement. All insurance must be purchased and maintained with companies duly licensed in the State of Texas, possessing a current A.M. Best, Inc. rating of "A" or better.

14.2 As a condition precedent to commencement of any work or services, within ten (10) calendar days after the Effective Date of the Agreement, Contractor shall furnish, to the Dallas County Purchasing Agent (at the same address given below under this Insurance heading) the following minimum insurance coverage that show County as the certificate holder and covers the period of the Term of this Agreement and any renewals:

14.2.1 Workers' Compensation Insurance: That meets the statutory requirements of the Texas Workers' Compensation Act, or if self-insured, then Contractor must provide to County evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance. If Contractor has no employee (as defined by the Texas Workers' Compensation Act), Contractor shall provide County with a sworn Affidavit stating that there is no employee in lieu of a Certificate of Insurance. In the event that any work is sublet, Contractor shall require the subcontractors to similarly provide Workers' Compensation Insurance for all of the subcontractors' employees. Contractor also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self-insurance, with the Texas Workers' Compensation Commission. Providing false or misleading information may subject Contractor to

administrative penalties, criminal penalties, civil penalties or other civil actions.

<u>Types of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	
Bodily injury by Accident	\$1,000,000.00 Each Accident
Bodily injury by Disease	\$1,000,000.00 Each Employee
Bodily injury by Disease	\$1,000,000.00 Policy Limit

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

14.2.2 Commercial General Liability Insurance: Contractor shall maintain Commercial General Liability or Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) Insurance coverage for the following: (a) Premises Operations; (b) Independent Contractors or Contractors; (c) Products and Completed Operations; (d) Personal injury; (e) Contractual Liability; (f) 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.

14.2.3 Public Liability and Property Damage Insurance: Contractor shall maintain during the term of the Agreement, public liability and property damage insurance for all operation services providing under this Agreement.

14.2.4 Auto Liability: Contractor shall maintain Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than One Million and No/100 (\$1,000,000.00) per occurrence – Combined Single Limit of Liability for Bodily Injury and Property Damage.

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.

14.43 Builders Risk Insurance: Contractor shall maintain during the term of this contract, at its own expense, All Builders Risk Insurance in the amount equal to one hundred percent (100%) of the initial contract amount plus values of subsequent modifications and change orders. Covered perils shall include but not be limited to: Contractor's labor and workmanship, materials, fixtures, equipment, defects, fire, wind, lightning, and other weather-related hazards, damage, extended coverage, vandalism, and malicious mischief, and theft.

Policies under this Section are subject to the laws of the State of Texas and include the following endorsements in favor of Dallas County

- a. Name Dallas County as loss payee as its interest may appear
- 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.

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

14.4.1 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.

14.4.2 Thirty (30) days' notice to the County for cancellation, non-renewal or material change to any required policy.

14.4.3 Provide for endorsement that the "other insurance" clause shall not apply to Dallas County where County is the additional insured on the policy

14.4.4 For all policies except professional liability, Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.

14.4.5 Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor's Services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard.

14.4.6 Contractor shall provide that all provisions of this Agreement concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

14.4.7 Contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.

14.4.8 Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Dallas County premises.

14.4.9 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 Agreement, or cancellation of this Agreement or both (Court Order 2003-1792, September 30, 2003).

14.4.10 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 (Request for Proposal number, Commissioners Court Order Number, or contract number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this 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, 5th Floor, Suite 5500, Dallas, Texas 75202** within ten (10) calendar days of execution or renewal of this Agreement and upon renewals of such policies, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.

14.5 Performance Bond (for contracts in excess of \$50,000): Contractor within ten (10) days after contract award or prior to the commencement of any work or delivery services under this contract Contractor shall furnish to the County a Performance Bond in the amount equal to one hundred percent (100%) of the contract amount, executed by a solvent corporate surety or corporate sureties which are on the approved list of the United States Department of Treasury (Federal register Circular 570 - "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies", Sections 9304 through 9308 of Title 31 of the United States Code. Surety Companies Acceptable on Federal Bonds. The Surety must also be duly authorized to do business in the State of Texas.

14.6 Payment or Material and Labor Bond (for contracts in excess of \$25,000): Contractor within ten (10) days after contract award or prior to the commencement of any work or delivery services under this contract Contractor shall furnish to the County a Payment or Material and Labor Bond in the amount equal to one hundred percent (100%) of the contract amount, executed by a solvent corporate surety or corporate sureties which are on the approved list of the United States Department of Treasury (Federal register Circular 570 - "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies", Sections 9304 through 9308 of Title 31 of the United States Code. Surety Companies Acceptable on Federal Bonds. The Surety must also be duly authorized to do business in the State of Texas.

14.7 The bonds must clearly and prominently display on the bond or on an attachment to the bond the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent, or the toll-free telephone number maintained by the Texas Department of Insurance under Chapter 521.051 of the Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free telephone number.

14.8 In the event the contract is prematurely terminated due to Contractor's breach and/or nonperformance of the contract, the County reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, County will seek its attorney's fees and costs of suit from Contractor which amount Contractor shall pay in the event that County prevails in such action.

14.9 All bonds shall be delivered to the Dallas County Purchasing Agent located at 500 Elm Street, 5th Floor, Suite 5500, Dallas, Texas 75202. No work shall be authorized until the bond has been submitted to Dallas County Purchasing Agent.

14.10 All insurance required to be carried by Contractor or subcontractors under this Agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County shall not relieve or decrease the liability of Contractor.

14.11 Minimum insurance is a condition precedent to any work or services performed under this Agreement and for the entire Term of this Agreement, including any renewal or extension. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:

14.11.1 Order Contractor to stop work hereunder, which shall not constitute a Suspension of Work and Services;

14.11.2 Withhold any payment(s) which become due to Contractor until Contractor demonstrates compliance with the requirements and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;

14.11.3 At its sole discretion, declare a material breach of this Agreement, which, at County's discretion, may result in:

14.11.3.1 Termination of this Agreement

14.11.3.2 Demand on any bond, as applicable;

14.11.3.3 The right of the County to complete this Agreement by contracting with the "next low proposal." Contractor will be fully liable for the difference between the original Agreement price and the actual price paid, which amount is payable to County by Contractor on demand; or

14.11.3.4 Obtain such insurance and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor nor any third party shall have any recourse against the County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of Contractor; and

14.11.3.5 Obtain such insurance and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor nor any third party shall have any recourse against County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Contractor; and

14.11.3.6 Any combination of the above

14.11.4 Any combination of the above in Section 14.6.

14.12 Contractor shall promptly advise County in writing of any claim or demand, against County or Contractor, known to Contractor related to or arising out of Contractor's activities under this Agreement.

14.13 Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.

14.14 Acceptance of the work or services, or failure to act by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their work or services; nor shall such acceptance be deemed an assumption of

responsibility or liability by County for any defect in the work or services performed by Contractor, its employees, subcontractors, and agents.

14.14.1 All Work performed under this Agreement shall be completed to the satisfaction of County. Owner shall decide all questions regarding Contractor's performance under the Agreement and such decisions shall be final and conclusive.

14.14.2 Should Contractor's Work not conform to the requirements of this Agreement and the specific Job Order as determined by the County, County may order Contractor to correct the Work at no additional expense to the County or deduct the cost of correcting the Work from any other monies payable to the Contractor.

14.15 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work or services covered under this Agreement.

14.16 Survival: The provisions of this Section shall survive completion, suspension, termination or expiration of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

14.17 Insurance Lapse: In the event Contractor fails to maintain insurance as required by this Agreement, Contractor shall immediately cure such lapse in insurance coverage at Contractor's sole expense, and pay County in full for all costs and expenses incurred by County under this Agreement as a result of such failure to maintain insurance by Contractor, 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 One Thousand Five Hundred Dollars and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Contractor by County. Moreover, the County shall retain five percent (5%) of the value of the Agreement that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the Term of the Agreement has ended or has otherwise been terminated, cancelled, or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.

14.17.1 **CONTRACTOR FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO CONTRACTOR'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THE AGREEMENT.** Contractor after proper notice, at its own expense with legal counsel of County's choice, will defend and hold County harmless in any claim or action against County that occurred as a direct or indirect result of Contractor's failure to maintain insurance at all times during the Term of the Agreement. Without waiving any rights under Sovereign Immunity, the County shall cooperate with and may monitor Contractor in the defense of any claim, action, or proceeding and will, if appropriate, make employees available as Contractor may reasonably request with regard to such defense, subject to the reimbursement by Contractor of all costs and expenses occasioned by the County's cooperation in such defense. Contractor agrees not to settle any such claim without the County's consent, which consent will not be unreasonably withheld or delayed.

15. TERMINATION

The Parties may terminate this Agreement for the following:

15.1 Termination for Convenience: County shall have the right to terminate this Agreement for convenience with thirty (30) days' written notice to Contractor. Such notice of termination shall be by registered or certified mail, return receipt requested, and will be deemed given upon receipt of such notice by the Contractor. In connection with a termination for convenience, County shall have no liability to Contractor 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 Contractor shall: (i) Stop work under this Agreement not less than thirty (30) days from the date of the County's notice of termination to the extent specified in such notice, and (ii) complete performance of such part of the work and services as shall not have been terminated by such notice.

15.1.1 If County determines that Contractor's actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement immediately without penalty upon issuing either oral or written notice to Contractor and without opportunity to cure. In no event shall County be liable for costs incurred by Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated.

15.1.2 In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor for use by County under this Agreement shall become the property of County and shall be promptly delivered to County within ten (10) days after receipt of payment of final invoice.

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

15.1.4 The termination of this Agreement does not cancel the specific, existing Job Orders, unless such Job Orders are specifically listed in County's termination notice.

15.2 Termination for Insolvency: County shall have the option to terminate this Agreement in its entirety if Contractor: (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) is adjudicated bankrupt or shall make an assignment for the benefit of its creditors generally; (v) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property any such receiver or trustee appointed is not discharged within thirty (30) days after date of such appointment.

15.3 Termination for Default or Non-Performance: County shall have the option to terminate this Agreement, for cause: (i) for a material breach or non-performance of this Agreement by Contractor that is not cured by Contractor within ten (10) days of the date on which County provides written notice of breach; (ii) for a material breach of this Agreement by Contractor that is not reasonably subject to cure within ten (10) days after its occurrence; or (iii) if it is determined by County, that there exists a plurality of non-material breaches by Contractor that have a material adverse impact on the work or services provided under this Agreement. In the event that County terminates this Agreement in whole or in part as provided herein, the County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. If a failure described in this Section 15.3 is not cured to the County's satisfaction within ten (10) days from the time of receipt of such notice as described in this Section 15.3, the County shall have the right to terminate immediately without the requirement of further notice. If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause in Section 15.1 above and the rights and obligations of the Parties

would be in accordance with that provision.

15.3.1 In the event this Agreement is prematurely terminated due to breach, non-performance or withdrawal by the Contractor, 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 or to cover the difference of a higher cost (difference between termination Contractor's rate and new company's rate) beginning from the date of Contractor's termination through the Agreement expiration date. In the event civil suit is filed to enforce this provision, County will seek its attorney's fees and cost of suit from the Contractor. In addition and as authorized by Commissioners Court, vendors terminated for non-performance will be disbarred from award consideration on future County solicitation for a minimum period of thirteen (13) months.

15.3.2 Notice and Right to Cure. If the Contractor breaches the Agreement, and the County in its sole discretion determines that the breach is curable, then the County will provide the Contractor with written notice of the breach and a time period (not less than 10 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

15.4 Termination for Lack of Funding. In the event that funds, in whole or in part, are not available to begin or to continue this Agreement at the level of services specified, the County may immediately terminate or amend this Agreement. The County shall not be obligated to pay for any services rendered after the Contractor has received written notice of termination pursuant to this section.

15.5 Site shutdown. Notwithstanding anything to the contrary herein, Contractor agrees that this Agreement may be suspended with a minimum of fourteen (14) days' notice. The agreement may be reinstated with a minimum fourteen (14) days advance notice; however, County will make reasonable efforts to provide as much notice as possible for a reinstatement of services.

16. NOTICES

Any and all notices, correspondence, requests demands and other communications contemplated, called for, permitted, or required to be given under this Agreement shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in compliance with this Section.

Contractor: XXX

Dallas County: Greg Gray
Director of Facilities
Dallas County Facilities Department
133 N Riverfront Boulevard, Suite 9A-500
Dallas, Texas 75207

w/copies to: Michael Frosch
Director of Purchasing
Dallas County Purchasing Department

500 Elm Street, 5th Floor, Suite 5500
Dallas, Texas 75202

Chief
Dallas County District Attorney's Office – Civil Division
500 Elm Street, Suite 6300
Dallas, Texas 75202

17. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. 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.

18. SOVEREIGN IMMUNITY

This Agreement 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 law. The parties expressly agree that no provision of this Agreement 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 Agreement is intended to benefit any third party beneficiary.

19. AMENDMENTS

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto and approved by Dallas County Commissioners Court.

20. GOVERNING LAW AND VENUE

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the federal and state courts physically located in Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

21. COMPLIANCE WITH LAWS

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

22. CHANGE IN THE LAW

Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

23. PERMITS AND LICENSES

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

24. WAIVER

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

25. DEFAULT, CUMULATIVE RIGHTS, AND 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 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 at law or in equity. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Parties have a duty to mitigate damages.

26. INDEPENDENT CONTRACTOR

Contractor, including its agents or employees, agree Contractor 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 and services covered under this Agreement.

27. SUBCONTRACTING

Contractor may not enter into agreements with replacement prime contractors responsible for the complete delivery of the designated work and services outlined in this Agreement 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 or Consulting agreements, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that Contractor is solely responsible to County for the performance of this Agreement. Contractor shall pay all subcontractors and consultants in a timely manner. County shall have the right to prohibit Contractor from using any subcontractor or consultant.

28. ASSIGNMENT

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

29. THIRD PARTIES

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

30. CONFLICT OF INTEREST

No County 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 this Agreement involved voidable by the Commissioners Court of Dallas County. It is the responsibility of Contractor during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Contractor covenants that neither it nor any member of its corporation presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by Contractor.

31. ANTI-KICKBACK

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.

32. PROHIBITION ON POLITICAL ACTIVITY

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 the Parties' compliance with the Texas Public Information Act. 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, 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.

33. 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.

34. FAIR LABOR STANDARDS

CONTRACTOR 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 CONTRACTOR'S EMPLOYEES FOR WHICH

THE COUNTY MAY BE FOUND JOINTLY OR SOLELY LIABLE.

35. TITLE VI ASSUARANCES AND COMPLIANCE

Contractor agrees to comply with its Title VI assurances contained in Appendix A of its RFP response which is attached as Exhibit C to this Agreement.

36. TAXES

The 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 Tax Code § 151.309, and shall therefore not be liable or responsible to Contractor for the payment of such taxes under this Agreement. The fees paid to Contractor pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable Effective Date of this Agreement and based upon or measured by Contractor's cost in acquiring or providing products or services and related materials and supplies furnished or used by Contractor in performing its obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by Contractor. Contractor 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 Contractor for work performed under the terms of this Agreement **AND AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY FROM ANY SUCH CONTRIBUTION OR TAXES OR LIABILITY.**

37. AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS

Contractor agrees, represents, and warrants it currently has the legal authority to transact business in the State of Texas as a domestic limited liability company. Contractor shall maintain the legal authority to transact business in the State of Texas for the Term of this Agreement. Contractor shall provide proof of Contractor's current registration status from the Texas Secretary of State and the Comptroller for the State of Texas.

38. FISCAL FUNDING/NON-APPROPRIATION CLAUSE

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Contractor shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding or non-appropriation for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, non-appropriation or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Contractor at the earliest possible time pursuant to Section 15 above.

39. FEDERAL FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or the federal government, Contractor agrees to timely comply, without additional cost or expense to County, unless otherwise specified herein, with any applicable statute, rule, regulation, grant, contract provision or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the work or services rendered under the terms of this Agreement.

40. PREVENTION OF FRAUD AND ABUSE

Contractor shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving Contractor's employees or agents shall be reported immediately to the County by Contractor. Moreover, Contractor warrants to be not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Contractor and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Contractor shall, upon notice by County, refund expenditures of the Contractor that are contrary to this Agreement and deemed inappropriate by the County.

41. OWNERSHIP OF DOCUMENTS

Contractor agrees that all findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors for use by County in the course of performance of this Agreement, shall be and remain the sole property of County without restriction, reservation or qualification. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County with the exception of market research information. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other project related items as requested by County or its authorized representative, at no additional cost to the County. Contractor may retain copies necessary for record keeping, documentation and all such other business purposes related to the Agreement.

42. TRANSITION SERVICES REQUIRED OF CONTRACTOR

Upon notice of termination or expiration of this Agreement, the County shall immediately have the right to audit any and all records of Contractor relating to this Agreement. Moreover, upon the termination or expiration date of this Agreement, Contractor agrees to transition the services provided herein in a cooperative manner and provide anything requested from the County at no additional cost, including, but not limited to the following, upon date of termination or expiration: (i) All contract and services documentation, including all records, books and data reasonably related to this Agreement, maintained in accordance with Section 11 (Reporting) of this Agreement and identified in a complete, neat and orderly manner; (ii) A good faith pledge to cooperate with County upon transition of services to another contractor or County department providing the same or similar services; (iii) Records, books and data, including electronic data, in a format compatible within County's information technology capabilities, or in a format compatible with a succeeding contractor's information technology capabilities, as determined by County; (iv) Final accounting of all income derived from the Agreement; (v) Downloading and removal of all County information from Contractor's equipment and software; and (vi) Removal of Contractor's services without degradation or other adverse effect on County's system. This provision shall survive termination or cancellation of this Agreement.

43. FBI CJIS SECURITY ADDENDUM

County shall require every Contractor agent, employee, contractor, subcontractor, or team member who will have access or potentially have access to Criminal Justice Information (CJI) pursuant to this Agreement to execute the CJIS Security Addendum in accordance with the Federal Bureau of Investigation CJIS Policy Version 6.0, as amended. The CJIS Security Addendum is attached as Exhibit F to this Agreement. The CJIS Security Addendum shall be executed by all Contractor agents, employees, contractors, or subcontractors performing services, supervision, work, labor, or other related activities pursuant to this Agreement before obtaining access or potential access to systems processing, storing or transmitting CJI. Furthermore, County in its sole discretion shall make a determination based upon Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) peace officer criminal history screening rules (Title 37, Texas Administrative Code, Chapter 217) to determine eligibility for systems access for all Contractor agents, employees, contractors, or subcontractors

related to this Agreement. This shall include criminal background checks and fingerprint identification.

44. TEXAS GOVERNMENT CODE CHAPTER 2271 VERIFICATION: NO BOYCOTT OF ISRAEL

As required by Texas Government Code, Section 2271.002, Contractor certifies, by executing this Agreement that it does not boycott Israel and will not boycott Israel during the term of this Agreement and any renewal period.

45. CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Contractor acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties on the applicable Form 1295 by filing it with the Texas Ethics Commission as required by Government Code Section §2252.908.

46. TEXAS GOVERNMENT CODE CHAPTER 2252 CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code. By entering into this Agreement, Contractor represents and warrants that it is not a company that is identified on the lists prepared and maintained under Texas Government Code §§ 806.051 (companies with business operations in Sudan), 807.051 (companies with business operations in Iran), or 2252.153 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization).

47. BOYCOTT OF ENERGY COMPANIES PROHIBITED

Pursuant to Section 2276.002 of the Texas Government Code (added by 87th Legislature. S.B. 13), Contractor verifies that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) it is exempt from the verification regarding boycott of energy companies.

48. DISCRIMINATION AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS PROHIBITED

Pursuant to Section 2274 of the Texas Government Code (added by 87th Legislature, S.B. 19), Contractor verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) it is exempt from the verification regarding discrimination against firearm entities or firearm trade associations.

49. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement 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 Agreement 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 Agreement.

50. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental amendment to the agreement, approved by the Dallas County Commissioners Court.

51. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor 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 and Exhibits will be binding upon the Parties and may not be waived, modified, amended, or altered except by a writing signed by both Contractor and County with formal approval by the Dallas County Commissioners Court.

52. BINDING EFFECT

This Agreement 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.

53. SIGNATORY WARRANTY

The person or persons signing and executing this Agreement on behalf of Contractor, or representing themselves as signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he, she, or they have been duly authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, conditions and provisions herein set forth.

54. USE OF AGREEMENT BY OTHER POLITICAL JURISDICTIONS

In accordance with Sections 791.025 and 2269.407 of the Texas Government Code, governmental agencies (local, state) may request to utilize the County's contract by executing an interlocal agreement with County to do so. Contractor agrees this Agreement may be extended, with the authorization of the Contractor, to others. If any other jurisdiction or political jurisdictions is authorized, their ordering of services or goods shall be at the prices, terms and conditions as this Agreement. The Contractor must deal directly with that jurisdiction or political subdivision concerning the placement of orders, services, issuance of purchase orders, contractual disputes, invoicing and payment. The 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 this Agreement. Each participating jurisdiction and political subdivision has the option of executing a separate contract with the Contractor. 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 Contractor, the Contractor may withdraw its extension of the award to that jurisdiction.

THE 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 CONTRACTOR.

55. ACCEPTANCES

By their signatures below, the duly authorized representatives of County and Contractor accept the terms of this Agreement in full.

(Signatures begin on next page)

EXECUTED THIS _____ DAY OF _____ 2026.

DALLAS COUNTY

CONTRACTOR

By: _____
Clay Lewis Jenkins
Dallas County Judge

By: _____
Name: _____
Title: _____

Recommended:

By: _____
Jonathon Bazan
Assistant County Administrator

APPROVED AS TO FORM*:

JOHN CREUZOT
DISTRICT ATTORNEY

By: **Rebecca Lundberg**
Assistant District Attorney

*** BY LAW, THE DALLAS COUNTY DISTRICT ATTORNEY’S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A CONTRACT OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).**

EXHIBIT A

COST/PRICING

EXHIBIT B

TITLE VI ASSURANCES/COMPLIANCE

A. Assurances

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

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

with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination Authorities

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

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 7123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Representations/Warranties

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

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

D. Title VI Complaints

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

Dallas County Human Resources
c/o: Dallas County Director of Human Resources and Title VI Coordinator
500 Elm Street, Suite 4100
Dallas, TX 75202
(214) 653-7638 (phone)
(214) 653-7608 (fax)

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

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice Civil Rights
Division Federal Coordination and Compliance Section,
NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530.

More information on Title VI is available from the Justice Department online at www.justice.gov.

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

E. Enforcement

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

Contractor's Full Name: _____

Signature, Authorized Representative of Contractor

Date

Title

EXHIBIT C

SBE Participation Plan

EXHIBIT D

RFP FOR JOB ORDER CONTRACTING

EXHIBIT E

Contractor's Response to the RFP

EXHIBIT F

FBI CJIS SECURITY ADDENDUM

Agency Identification

Agency Name		ORI
Agency Address		
City		Zip
Agency Representative (Title and Name)		
Phone Number		Fax Number
Email address		

Contractor Identification

Company Name		Service Providing Agency	
Company Address			
City		State	Zip
Contractor Representative (Title and Name)			
Phone Number		Fax Number	
Email address			

Visit our website www.dps.texas.gov/securityreview for information on submitting vendor/contractor fingerprints.

Email can be sent to: security.committee@dps.texas.gov

Main office number is: (512) 424-5686

Parties may use the following Security Addendum with the Texas Signatory Page or, in their contract, choose to incorporate the Security Addendum by reference. If the Addendum is incorporated by reference into the contract, a copy of the contract must be provided to the TX DPS CJIS Security Office.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a) (7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature of Contractor Employee

Date

Printed or Typed Contractor Employee Name

Sex: ____ Race: _____ DOB: _____ State/ID or DL: _____

Signature of Contractor Representative

Date

Printed or Typed Name of Contractor
Representative

Organization Name and Representative's Title

Texas Signatory Page

The undersigned parties agree that the *Security Addendum* is now a part of the contract between the entities. The parties agree to abide by all requirements of the *Security Addendum* and the *CJIS Security Policy*, and it shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the *Security Addendum* and/or the *CJIS Security Policy*, the *Security Addendum* and the *CJIS Security Policy* shall govern any information covered by the *Security Addendum* and/or the *CJIS Security Policy*.

(To be signed and dated by the vendor and law enforcement agency representative(s) who signed the original contract, or at least who have authority to bind each entity.)

Printed Name of Agency Representative

Signature of Agency Representative

Title

Agency Name and ORI

Date

Printed Name of Vendor (Contractor) Representative

Signature of Vendor (Contractor) Representative

Title

Vendor Organization Name

Date

Company Name	Legal Name	Owner Name	Email Address	Email Address 2	Address	Address 2	City	State	Zip Code	Phone Number	Fax Number
3i Construction Management, LLC	236220	Michael Williams	mwilliams@3icontracting.com	mwilliams@3icontracting.com	1111 W Mockingbird Ln	Ste 1050	Dallas	TX	75247	214-231-0675	214-587-7730
3B Group, LLC		LUIS CURREA	luis@3bgroup.com	luis@3bgroup.com	4400 State Hwy 121	suite 300	Lewisville	TX	75056	214-907-2337	
A T Construction, LLC		Masara Murwaquet	masara@atconstruct.com	masara@atconstruct.com	8219 Mossberg Dr		Arlington	TX	76002	214-239-2387	
ACARI Management Group, Inc.		Jolynn Mwisongo	jolynn@acarimg.com	jolynn@acarimg.com	1901 N Highway 360, suite 650	Suite 650	Grand Prairie	TX	75050	817-617-7172	
Alpha & Omega Industries LLC dba Diversified Electrical Solutions		Tery Brittain	tbrittain@ao-ind.com	mquinn@ao-ind.com	1625 Crescent Circle	Suite 225	Carrollton	TX	75006	469-248-3047	214-676-9250
Ambercrest Construction		Umuola Umudi	uumudi@ambercrestgroup.com	info@ambercrestgroup.com	9385 John W. Elliot Drive, Suite 25	Suite 25	Frisco	TX	75033	804-243-1362	
APR Group, Inc.		Anthony Roman	aroman@aprbuid.com		6370 LBJ Fwy	Ste 179	Dallas	TX	75240	(469)585-4294	(469)585-4294
Ascent Project Controls Solutions		Sophiamian@hotmail.com	sophiamian@hotmail.com	sophiamian@hotmail.com	5012 Balmoral Ln		Flower Mound	TX	75028	914-467-0500	
ASFI CONSTRUCTION, L.L.C.	ASFI Coatings	Rachel Corbin	rachel@asficonstruction.com	rachelcorbin@embarqmail.com	5390 Sam Bass Road		SANGER	TX	76266	940-391-1230	940-458-9073
Azteca Enterprises, LLC		Luis Spinola	luis@azteca-omega.com	nosorio@azteca-omega.com	2518 Chalk Hill Rd		Dallas	TX	75212	214-905-0612	214-905-0612
Azul Valley Construction LLC		Ruben Arias	arias@azulvalleyconstruction.com	arias@azulvalleyconstruction.com	2860 S State Hwy 161	Suite 160-314	Grand Prairie	TX	75052	817-630-8277	
B&H Engineers, Inc.		Todd Abernathy	tabernathy@bandhengineers.com	511 E John Carpenter Fwy	Ste 250		Irving	TX	75062	214-496-1670	(972)740-2438
Bortec, LLC		Mohammad Sadiq Jangda	sadiqjangda@bortec.co	kim.parks@bortec.com	28 Decker Ct		Wylie	TX	75098	469-258-4402	469-258-4402
BRIDGMAR CONSTRUCTION LLC		Jarimar Kiner	jkiner@bridgmar.com	jkiner@bridgmar.com	2403 Farmington Street		Dallas	TX	75207	214-437-4639	
BuildTx Solutions LLC		Yelitza Mora	yelitza.mora@buildtxsolutions.com	yelitza.mora@buildtxsolutions.com	938 Bridget Dr.	Suite 108-185	Dallas	TX	75218	832-497-6152	
Butler & Butler Construction, LLC		Kevin C Butler	kev3but@yahoo.com	Kbutler@butlerandbutlerconstruction.com	2405 Cales Dr	Suite A	Arlington	TX	76103	972-636-8063	214-540-9325
BWI Contractors, LLC		Stacie Stewart	staciastewart@gmail.com	10000 N. Central Expressway			Dallas	TX	75231	214-283-0237	
C1S Group, Inc.		Julie Strong	julie.strong@c1sinc.com	4231 Sigma Road	Suite 110		Dallas	TX	75244	972-386-7005	972-386-7205
Cattlemen Consulting, LLC		Eric Diaz	eric.diaz@cattlemencs.com	eric.diaz@cattlemencs.com	112 NW 24th St		Fort Worth	TX	76164	832-392-0232	
CCS DM LLC dba ConSys Central		Darold Molix	dmolix@consyscentral.com		11010 Switzer Ave.	Ste 104	Dallas	TX	75238	214-349-3782	214-349-3782
CHRISTOPHER SMITH CONTRACTING SERVICES, LLC		Christopher Smith	CONTACT-US@CSMITH-CONTRACTING.COM	CONTACT-US@CSMITH-CONTRACTING.COM	10 SPRING GARDEN DRIVE		EDGECLIFF VILLAGE	TX	76134	682-260-9370	
CMTS, LLC	Construction Management Services	K. HEZEKIAH HARRIS	hharris@cmtsinc.com	hharris@cmtsllc.com	8500 N STEMMONS FREEWAY SUITE 6077	Suite 6077	DALLAS	TX	75247	214-637-6200	214-637-6226
Cobcon LLC		Andres Contreras	andres@cobcon.com		2910 Panorama Dr		Carrollton	TX	75007	(817)821-7394	(817)821-7394
Con-Real Support Group LLC		Gerald B. Alley	galley@con-real.com	tharris@con-real.com	2170 East Lamar Blvd.		Arlington	TX	76006	817-640-4420	817-669-6147
Consortium Engineers, PLLC		Naeem Ghani	naeem@consortium-engineers.com	naeem.ghani@outlook.com	100 Thistle Sage Ct		Irving	TX	75063	(469)531-9732	(763)943-3198
Construction Solution USA LLC		Rebecca Wright	rwright@consolusa.com	1452 Halsey Way Suite 100			Carrollton	TX	75007	972-670-1920	866-473-1705
COOPER COMMERCIAL CONSTRUCTION, LLC		STEPHAN COOPER	STEPHAN@COOPERCCX.COM	STEPHAN@COOPERCCX.COM	6904 NE LOOP 820		RICHLAND HILLS	TX	76180	817-470-1762	
Copeland Contracting Company, Inc		Elsa Brown	ebrown@copeland-inc.com	ststam@copeland-inc.com	1621 Falcon Drive	BLDG. #3	Desoto	TX	75115	210-225-4600	210-281-0005
Core Change Management Consulting, Inc. dba Core CMCI		Julie Francesca Gutierrez	admin@corecmci.com	3300 Oak Lawn Ave.	Ste 403		Dallas	TX	75219	214-810-5532	214-298-2173
Covenant Homes Construction and Renovation, LLC		Wendell Lockhart	covenanthomescr@gmail.com	9141 Bluecrest			Dallas	TX	75232	214-817-1958	
Cowboys Roofing, LLC		Chukie Ehiobu	chuck@cowboysroofing.net	rcio@cowboysroofing.net	1320 Brown Trl		Bedford	TX	76022	469-449-3901	469-449-3901
CP Scott, Inc. dba SRM Construction and Repair		Charles Scott	pascott@scottfinancialconsulting.com	srmsconstructionrepair@gmail.com	318 W Main St.	Ste 202	Arlington	TX	76010	(817)846-4175	(817)846-4175
Crendence Construction LLC dba Crystal Roofing LLC		Benny Devassakuty	bennydevassakuty@gmail.com	crystalroofingusa@gmail.com	333 Florence Dr		Lewisville	TX	75056	469-422-8945	469-422-8945
CSA Group LLC	Consulting Service Associates	William Chu	abel@myscagroup.com	abel@myscagroup.com	598 Julia Ct.		Lewisville	TX	75067	626-278-4458	
D. Bivens Consulting, LLC	db Consultants, LLC	Demetria Bivens	demetria@consultantsdb.com	1000 Ballpark Way Suite	Suite 310		Arlington	TX	76011	682-276-6474	682-276-6474
Denali Construction Services, LLC		Michelle Thraikill	michelle@denalics.com	michelle@denalics.com	1645 WALLACE DR	SUITE 100	CARROLLTON	TX	75006	214-350-9555	214-904-9717
DIG Contracting LLC		Dante Williams	Dwilliams@dig-contracting.com	2800 Yeager St	Suite 102		Fort Worth	TX	76112	682-601-3055	
Dikita Enterprises Inc.	Dikita Engineering	Lucious L Williams	certifications@dikita.com	certification@dikita.com	901 Main Street Suite 3240		Dallas	TX	75202	214-634-8844	214-638-7406
Diversity Resources Group, LLC		Wayne Lawrence	wlawrence@diversityresourcesgroup.com	wlawrence@drmodular.com	6160 Warren Pkwy	Ste 100	Frisco	TX	75034	(469)383-1743	469-383-1743
EJ Smith Construction Company, LLC		Eugene Walker Jr.	ewalker@ejsmithind.com	istalam@ejsmithind.com	1621 Falcon Dr		Desoto	TX	75115	469-206-7733	469-206-7733
Elite Level Construction Group LLC		Shawn Brown	elitellevelconstructionllc@gmail.com	bthivestmentgroup@gmail.com	1405 Cobblestone Dr		Desoto	TX	75115	(945)239-6360	(945)239-6360
Elite Pro GC LLC	Elite Pro Painting	Ray Aguayo	raya@eliteprogs.com	raya@eliteprogs.com	1200 E Collins Blvd Ste 106		Richardson	TX	75081	214-609-7255	214-553-1187
Enterprise Interiors LLC		Walter Herron	Enterpriseinteriorsllc@gmail.com	Enterpriseinteriorsllc@gmail.com	1446 Sax Leigh Dr		Dallas	TX	75241	214-994-0459	
EPS LOGIX INC	EPS	Fatai Obasuyi	fobasuyi@eps-logix.com	fobasuyi@eps-logix.com	2381 W Northwest Hwy	Suite 3306	Dallas	TX	75220	214-377-4976	214-382-9430
Ergon Commercial LLC		Cintia Arias	cintia@ergoncommercial.com	4131 N Central Expwy	Unit 900		Dallas	TX	75204	940-391-3967	
ESSKAN ENTERPRISES, LLC		KOUROSH JOHN ESSKANDANIAN	kj2891@hotmail.com	kj2891@hotmail.com	2215 Cedar Springs		DALLAS	TX	75201	817-205-8289	
Estor Construction LLC		David Torres	David.t@estorconstruction.com	brendaa@estorconstruction.com	2000 E. Lamar Blvd. Suite 600		Arlington	TX	76006	214-613-1217	
F&P Construction, LLC		Mark Floyd	mark.floyd@f-pconstruction.com		5720 LBJ Fwy	Ste 515	Dallas	TX	75243	214-727-9374	214-727-9374
F.A. Peinado LLC dba Peinado Construction		Frank "Teddy" Peinado	teddy@fapeinado.com	samantha@fapeinado.com	15815 Executive Dr	Suite 500	Frisco	TX	75033	214-200-9140	972-800-9511
Firemans Contractors Supplies, LLC	Firemans Paving & Supplies, LLC	Renee Gilmore	renee@firemanspaving.com	jonathon@floricoinc.com	2313 East Loop 820 North	Building 26	Fort Worth	TX	76118	469-967-3387	817-953-0789
Flinto Inc.		Jonathon Flores	jonathon@floricoinc.com	jonathon@floricoinc.com	539 W. Commerce St.	Suite 854	Dallas	TX	75208	214-236-3657	
G.P. Cooper Industries, Inc. dba Cooper General Contractors		Joe Flores	jflores@coopergenccon.com	rock@coopergenccon.com	2560 Technology Dr	# 100	Plano	TX	75074	(972)245-7960	(817)829-2236
GCC Enterprises, Inc.		Gregory L. Cody	gcody@gccenterprise.com	msully@gccenterprise.com	1601 Valley View Ln		Dallas	TX	75234	972-406-1050	214-789-1410
GFRC 360 LLC dba GFRC Cladding		Melvin Bryant	mbryant@gfrc-us.com	srgreen@gfrc-us.com	118 N Shiloh Rd		Garland	TX	75042	972-494-9000	864-449-2488
Gilbert May Inc. dba Phillips/May Corporation		Gilbert May III	gmay3@phillipsmay.com	anehart@phillipsmay.com	1125 Longpoint Ave.		Dallas	TX	75247	214-631-3331	214-630-8607
Global Service Provider LLC		Guido Solano	gsolano@gloserpro.com	2832 Fox Trail Ln			Fort Worth	TX	76108	(682)529-0845	(854)605-3763
Going Green Retrofits LLC		Lashanda Johnson	lashanda.johnson24@outlook.com	lashanda26@msn.com	120 E FM 544 PMB 72 134		Murphy	TX	75094	(214)435-9405	(214)435-9405
Golden Ratio Management Corporation		Paul Wiggins	paul@grtms.com	flor.agular@grtms.com	1341 W Mockingbird Ln	Ste 600W	Dallas	TX	75247	(800)478-6420	(469)981-9854
GOLDMINE CONSTRUCTION & CONSULTING, LLC		Albert White	goldmine@yahoo.com	goldmine@yahoo.com	2208 W Park Row Dr	Suite 108	Pantego	TX	76013	817-993-0010	
Go-Tech Builders, LLC		Peter Kamami	pkamami@yahoo.com	pkamami@yahoo.com	3352 Broadway Blvd, Suite 450		Garland	TX	75043	214-405-3791	972-722-6749
Gupta & Associates, Inc.		Puneet Manas Gupta	vk Gupta@gaiconsulting.com	vk Gupta@gaiconsulting.com	13717 Neutron Road		Dallas	TX	75244	972-490-7661	972-490-7125
Hadley Construction Group, LLC		Steven Hadley	info@hadleycg.com	info@hadleycg.com	14 Golf Links Ct	Suite 2600	Houston	TX	77339	832-527-6861	
Iconic Consulting Group, Inc.		Keith M. Britton	keith.britton@iconiccg.com	kenny.sims@iconiccg.com	2655 Villa Creek Dr	Ste 202	Dallas	TX	75234	214-705-3765	214-924-6500
Jabes Constructor, Inc.		Ashley Mendez	ashley21@jabesconstructors.net	jabes.em21@gmail.com	1919 S Shiloh Rd	Ste 230	Garland	TX	75042	(469)209-0536	(469)209-0536
Josta Construction, LLC		Jolynn Mwisongo	jolynn@josta-construction.com	will@josta-construction.com	1901 N State Hwy 360	Ste 660	Grand Prairie	TX	75050	903-814-0954	972-998-4779
JOS Construction		Osie Carroll	Josconstructionllc@gmail.com	Josconstructionllc@gmail.com	650 Lakota Pkwy		Waxahachie	TX	75165	682-224-8341	682-224-8341
K & M Services LLC		Kellie Kellner	kellie@kmservicepro.com	kellie@kmservicepro.com	5209 Heritage Ave # 310	Apt 1523	Colleyville	TX	76034	817-918-3940	817-887-5203
KEE Concrete and Construction, Inc. dba KEE Road And Bridge Consulting		Kelley Eubanks	ke@designconstructbykee.com		5601 Bridge St.	Ste 300	Fort Worth	TX	76112	682-559-2952	(817)492-7045
KW NEW VISION PROPERTIES AND LAND INC		Kevin Williams	newvisionproperties@outlook.com	NEWVISIONPROPERTIES@OUTLOOK.COM	1823 Sunset Crossing		Cedar Hill	TX	75104	214-434-8239	

Artcom Communications North, LLC		Melissa Frazier		mlewis@modatacomm.com	8939 Oak Grove Rd		Fort Worth	TX	76140	817-447-2877	817-447-2802
Azael Electrical And Lighting Design LLC		Jason Azael Gonzalez	jazon@azaelectrical.com		300 Lantern Ridge Dr		Mansfield	TX	76063	(882)233-4611	(882)800-7320
Basecom Inc.		Oscar Oaxaca	ooaxaca@basecominc.com	ooaxaca@basecominc.com	11255 Camp Bowie West Blvd	Suite 118	Aledo	TX	76008	817-589-0050	817-483-2609
Blue Sun LLC dba Dallas Digital Signs & Graphics		Guinara Balic	guinara@dallasdigitalsigns.com		107 B North Lakeview Dr		Lake Dallas	TX	75065	800-238-8064	940-206-3608
Broadband Telecom Services		Ben Boutwell	bboutwell@btscable.com	bboutwell@btscable.com	12021 Bella Italia Dr		Fort Worth	TX	76126	817-441-9386	
Brothers Telecom Construction, LLC	Brothers Telecom Construction, LLC	Charles Martinez	jason@brothers-telecom.com	jason@brothers-telecom.com	11338 Allumbaugh Dr		Balch Springs	TX	75180	972-762-9327	000-000-0000
BVT Power Solutions	Balance Vibration Technologies, Inc.	Marion Ferrante	mferrante@balancevibration.com		2426 Lacy Lane		Carrollton	TX	75006	214-733-8771	972-245-9867
C.J. Hood Company, Inc.		Cynthia J. Hood	cj.hood@sbcglobal.net	cj.hood@sbcglobal.net	2424 E. 38th St.	Room 214 Rental Car Center	DFW Airport	TX	75261	817-988-8380	
Clayborn Inc.	ONC National	Jacquelyn Clayborn	jackie.clayborn@oncnational.com	oncn@oncnational.com	1505 LUNA RD	STE 160	CARROLLTON	TX	75006	469-751-8494	
Clayborn Inc. dba ONC National		Jacquelyn Clayborn	jackie.clayborn@oncnational.com	oncn@oncnational.com	1505 Luna Rd	Ste 160	Carrollton	TX	75006	469-751-8494	469-254-4542
Compass Electrical Solutions, LLC		Cindy Knoll	admin@compassdallas.com	admin@compassdallas.com	820 F Ave.	Ste 104	Plano	TX	75074	972-235-5800	972-235-5811
CROSS ELECTRIC LLC		Jennifer Cross	jen@crosselectriccompany.com		9227 Live Oak Lane		FORT WORTH	TX	76179	817-847-7111	
DBC Electric LLC		Chuck Tark	dbcselectric@yahoo.com	doisneau76@yahoo.com	2109 Fairmont Park Dr		Denton	TX	76210	(940)218-8278	(940)218-8277
Delta Electric & Controls, Inc. dba Delta Electrical & Controls Inc.		Agustin Bustos	gusb@deltaelectricalandcontrols.com	jasmineb@deltaelectricalandcontrols.com	609 S Main St		Mansfield	TX	76063	972-822-8318	214-755-7846
Demand Tech Now LLC		Spencer Holman	demandtechnow@gmail.com		1781 US HWY 287	Ste 1098	Mansfield	TX	76063	(310)594-1473	(310)594-1473
Denali Construction Services, LLC		Michelle Thraikill	michelle@denalics.com	michelle@denalics.com	1645 WALLACE DR	SUITE 100	CARROLLTON	TX	75006	214-350-9555	214-904-9717
Dennis Services LLC		Tracy Sorensen	tracys@dennis-electric.com	tracys@dennis-electric.com	121 Central Avenue	SUITE 100	Grapevine	TX	76051	817-481-1508	817-421-0475
DFW Electric Group, LLC		Kelyn Freudiger	kevin@dfwelectricgroup.com	kevin@dfwelectricgroup.com	1010 SQUIRE DRIVE		WYLLIE	TX	75098	972-742-8683	972-000-0000
DHZ Electric LLC		David Hernandez	david@dhzelectric.com		4901 Clamdigger Wy		Garland	TX	75043	469-864-0808	
Digital Resources, Inc.		Wendy Bock	wbock@digitalresources.com		2107 Greenbriar Drive	Suite B	Southlake	TX	76092	817-481-9300	817-488-0595
DISPLAY TECHNICAL SUPPORT LLC		Kaaba Carter	support@displaytvs.com	support@displaytvs.com	713 Alden Drive		Princeton	TX	75407	972-468-1595	
DMI Technologies, Inc.		L Samentha Tiller	stiller@dmitechinc.com	stiller@dmitech.us	1322 West Carier Pkwy	SUITE 100	Grand Prairie	TX	75050	817-355-5385	817-355-5393
DSI Telecom Inc. dba F2G Solutions Inc		Francis Kamgang	francis.kamgang@f2gsolutions.com		1400 Preston Rd	Ste 400	Plano	TX	75093	972-665-9850	469-831-6073
Egnite Electric		David Alberto Mares	agonzalez@egnite-electric.com		3116 Panamout Dr		Denton	TX	76207	817-987-2580	
Electrical SamPat LLC		Samuel Patino	sampatino83@gmail.com	contact@electricalsmpat.com	17342 Farm to Market Rd 2755		Lavon	TX	75166	956-250-1224	
Elyon Fire & Life Safety, LLC		Emerson Argueta	emerson@elyonfire.com	adan@elyonfire.com	801 Station Dr	113	Arlington	TX	76015	817-953-8061	469-994-4354
EMS Electrical LLC		Maria Alonso	rosy@ems-electrical.com	ernesto@ems-electrical.com	805 Luke St.		Irving	TX	75061	(972)790-6355	(469)955-1923
Enteranet, LLC		Robert Bernal Gonzalez	rbernal@enteranet.com		1214 Lake Trail Ct		Wylie	TX	75098	469-790-0083	
EPS LOGIX INC	EPS	Fatai Obasuyi	fobasuyi@eps-logix.com	fobasuyi@eps-logix.com	2351 W Northwest Hwy	Suite 3306	Dallas	TX	75220	214-377-4976	214-382-9430
Excell Electrical Contractors Inc. dba Excell Electric		Reyes Gamino	reyes@excell-electrical.com		11510 Data Dr		Dallas	TX	75218	214-391-0040	214-391-0040
Federal Electric, LLC		Edgar Zamora	federalelectrical@hotmail.com		1613 Ave Dr		Garland	TX	75041	(214)274-6299	(214)584-7375
Fiber Guy's, LLC		Vernon Norris	fiberguys@icloud.com	fiberguys@icloud.com	1555 Elm St		Dallas	TX	75201	214-405-2328	
FIBER SOLUTIONS & DATA SYSTEMS INC		Alberto Carrasco	acarrasco@fidsinc.tech		1003 Boscombe Court		Grand Prairie	TX	75052	469-328-8049	
FNH Construction LLC		Candace Gillespie	Candace@FNHConstruction.com		500 N Central EXPY, Suite 105	STE 105	Plano	TX	75074	469-248-0301	469-248-2720
Fort Worth Electric, LP		Sherri L. Aaron	sherril@fwetx.com	alysona@fwetx.com	6850 Corporation Parkway		FORT WORTH	TX	76126	817-870-2266	817-870-2288
Full Circle Technologies, LLC		Abheeshek Sharma	asharma@fullcircletec.com		5901 Stage Coach Circle		Westlake	TX	76262	469-676-1786	352-219-3377
G Lighting and Electric		Andrey Matos	glightingandelectric@gmail.com	glightingandelectric@gmail.com	1604 Briarpath Ln		Arlington	TX	76018	817-609-7028	
GBF Commercial L.L.C.		Genesis Requena	michellg@gmail.com	gbfcommercial.llc@gmail.com	3011 Grayson Dr		Dallas	TX	75224	512-681-5637	
GCC Enterprises, Inc.		Gregory L. Cody	gcody@gccenterprise.com	msully@gccenterprise.com	1601 Valley View Ln		Dallas	TX	75234	972-406-1050	214-789-1410
Get Connected Communications LLC		Alejandro Rangel	Network@getconnectedcomm.com	Network@getconnectedcomm.com	736 Dandelion Dr		Mesquite	TX	75149	469-816-4181	
GNS Electric Inc.		Evelyn Gorman	evelyn@gnselectricinc.com		2345 Fort Worth Street		Grand Prairie	TX	75050	214-374-7481	214-988-2103
Haynes-Humphrey JV		Jerry Haynes	jehc@sbcglobal.net	lorim@tearnhumphrey.com	1730 Maryland Ave.		Dallas	TX	75216	214-941-3574	214-946-2221
HC I&E Contractors, LLC.		Herman Cardona	herman.cardona@hc-ei.com		2706 Hidden Knoll Trail		Frisco	TX	75034	214-250-3777	972-625-2042
Hilliard Electric LLC	K.C. Electric Systems	Eugene Hilliard	ehilliard@keelectric.net	ehilliard@keelectric.net	3333 Earhart Dr, Suite 330		Carrollton	TX	75008	972-991-5333	
IEA Inc.		Shakeel Ahmed	sahmed@ieaworld.com		18383 Preston Road, Suite 500		Dallas	TX	75252	737-787-5527	844-888-4989
Imperial Constructors LLC		Fernan Urta	Furista@outlook.com	Furista@outlook.com	5116 Britton ridge lane		Fort Worth	TX	76179	940-613-2716	940-613-2716
In-Light Electric LLC		Luis Fernando Torres Campos	ltorres@in-lightelectric.com	luis_fernando914@outlook.com	10935 Estate Ln	Ste S221	Dallas	TX	75238	(469)954-4854	(469)954-4854
Integer Telecom Services, Inc.		Sareena Awla	sareena@integertel.com		4200 Mapleshade Ln	Ste 100	Plano	TX	75093	972-539-4100	972-310-7313
Integration and Technology Services, Inc.		Guillermo Torres	Bill@ITSdfw.com	Bill@ITSdfw.com	2412 Ridgedale Dr		Carrollton	TX	75006	972-740-4560	
INTEGRUS ELECTRIC, LTD.		Brenda Montgomery	brenda.montgomery@integruselectric.com	lammy.fudge@integruselectric.com	4951 Grisham Drive		Rowlett	TX	75088	972-459-0469	972-972-4693
JAB ELECTRIC, LLC		ROMAN DE LEON HIDALGO	jabelectricdfw@gmail.com	jabelectricdfw@gmail.com	2802 ENGLENOOK DR		SEAGOVILLE	TX	75159	469-810-3468	
JaCom Enterprises, LLC		Suzanne Woods	jacomentprises@gmail.com		1405 Wheatberry Lane		Allen	TX	75002	214-673-5451	469-742-0382
JIE CASEY, LLC		John Casey	jeinstall@att.net	john_casey@jeinstall.com	5020 Kite Rd	STE 174 E	Grand Prairie	TX	75052	469-316-6851	
Joint Electrical Contractor LLC		Esteban Cortez	ecortez@jointelectricalcontractortx.com	ecortez@jointelectricalcontractortx.com	PO BOX 360363		Dallas	TX	75336	(214)236-8737	(214)236-8737
KBR Commercial Building Services, LLC		Keith Robinson	keith.robinson@kbrcbcs.com		5580 Peterson Ln	Ste 125	Dallas	TX	75240	(972)374-8562	(972)374-8562
Keleusmatic Technologies, Inc		Michael Yu	michael.yu@keleusmatic.com	MICHAEL YU@KELEUSMATIC.COM	1452 Hughes Road	Suite 200	Grapevine	TX	76054	954-543-5701	954-543-5711
Lantek Audio Video & Communications, LLC		Ester Mayorga	ester@lantekavc.com		2780 N Great Southwest Pkwy		Grand Prairie	TX	75050	972-642-9994	972-877-3251
Lofton Innovation, LLC		Eldrick Lofton	eldrick@loftoninnovation.com	info@loftoninnovation.com	532 Elk Run Dr		Fort Worth	TX	76140	817-586-5818	833-254-2643
MAC Service Group LLC	MAC	Manuel Negrete	mac@macservicesgroup.com		3300 Vine Ridge		Bedford	TX	76021	469-778-7800	
Marsh RDR RAM Contracting LLC dba RAM Contracting		Ray Marsh	rmarsh@ram-contracting.com	dmars@ram-contracting.com	6115 Owens St.	Ste 209	Dallas	TX	75235	972-744-6434	469-656-6368
Merritt Communications Systems, LLC		Eric Rose	eric.rose@mcs-bx.com	contact@mcs-bx.com	222 Las Colinas Blvd W	Ste 1650E	Irving	TX	75039	(214)339-2390	(469)628-3003
N.A.E. ENTERPRISES, INC.	NAE Contracting	Chantal Dauenhauer	ce.dauen@naecontracting.com	ce.dauen@naecontracting.com	8200 Camp Bowie W Blvd		Fort Worth	TX	76116	817-220-2200	817-220-2221
National Circuit Assembly, Inc		Tan N Tieu	mike.tieu@ncatx.com		2908 National Drive	Suite 100	Garland	TX	75041	972-278-2009	972-278-2097
New Era Networks, LLC		Gabriel Medina	gabriel@neweranet.net	amanda@neweranet.net	2001 108th St.	Ste 105	Grand Prairie	TX	75050	972-694-5294	830-421-6329
North American Information Systems, Inc		Warren Smith	wtsr@tx.nr.com	wtsr@tx.nr.com	1203 S. Cedar Ridge Drive		Duncanville	TX	75137	972-780-5283	972-780-5736
NTXCOM LLC		Joshua Gibson	gibson@ntxcom.com		2323 Bryan St	Suite 1520B	Dallas	TX	75201	214-552-3279	
Onvi Systems & Design LLC		Antonio Rios	info@onvisystems.com	info@onvisystems.com	4200 South Fwy	STE 2340	Fort Worth	TX	76115	817-455-9782	
Performance		Geoff Harper	performancelz@yahoo.com	performancelz@yahoo.com	310 E Trinity Blvd #200	Ste 200	Grand Prairie	TX	75050	209-277-8729	209-602-5947
Perspect Business Consulting, LLC		Beena Pappen	bpappen@gmail.com	mpappen@gmail.com	901 Parchman Place		Lucas	TX	75002	(214)538-2037	214-538-2037
Phoenix Office Technology Services, LLC		Manuel Nieto	manny@phoenixots.com	michelle@phoenixots.com	4651 Westgrove Dr		Addison	TX	75001	(469)360-5981	972-800-4780
Pillar Communications, LLC	PCTelco	Quintin Wilson	Pillartelcom@yahoo.com	Pillartelcom@yahoo.com	610 Uptown Blvd	Ste. 2000	Cedar Hill	TX	75104	214-814-5287	
ProAgent LLC dba ProTech		Bill Donadio	bdonadio@proagent.com	moya@proagent.com	2800 E Plano Pkwy	Suite 400	Plano	TX	75074	973-879-1660	732-512-9009
R&D Electrical LLC		Ramiro De La Cruz	rdeacruz@rdelec.biz	rdeacruz@rdelec.biz	17521 Matany Road Building 6200		Justin	TX	76247	817-541-7550	817-541-7554
Real Network Services, Inc.		Jose Reyes	jreyes@real.inc	mvelasco@real.inc	5529 Redfield St		Dallas	TX	75235	(214)624-7600	(214)475-3065

Greycon, Inc.	Grey Construction	Gregory Sakwa	admin@grey-construction.com	admin@grey-construction.com	1609 WOLF CREEK DR		ARLINGTON	TX	76018	817-307-8791	817-468-0064
Grovecrest Construction LLC		Miguel Castillo	mcgroup2020@yahoo.com	miguelcast@grovecrestconstructionllc.com	6215 Overlook Dr		Dallas	TX	75227	214-517-5819	
Guinn Group		Edward Guinn	egunn@rofwayllc.com	egunn@rofwayllc.com	3308 Preston Rd., Ste 350 #353		Plano	TX	75093	866-894-7641	866-311-3836
HARDSCAPE SPECIALTIES, INC.		Alfredo Angulano	alfredo@hardscapespecialtiesinc.com	alfredo@hardscapespecialtiesinc.com	3121 GOLDENROD AVE		FORT WORTH	TX	76111	817-205-1634	817-205-1634
HOLLYWOOD JANITORIAL AND RESTROOM SUPPLIES LLC		Lawrence Doughty	lawrence@hollywoodjanitorialsupplies.com	lawrence@hollywoodjanitorialsupplies.com	4041 West Wheatland Road	156-104	Dallas	TX	75237	469-513-2800	469-513-2800
HOUSTON MILLER ENTERPRISES, LLC		Jimmie Miller	jimmie@millerenterprisegroup.com	jimmie@houstonmillerent.com	8500 N. STEMMONS FRWY STE 5057		DALLAS	TX	75247	214-402-1743	
J&M REMODELING		Isabell Alvarez	jremodeling@yahoo.com	jremodeling@yahoo.com	2336 Abbington Ln		Grand Prairie	TX	75052	832-808-5080	972-551-4180
J. Rodriguez Trucking		Jesus Rodriguez	jr.rodriguez2002@yahoo.com	jr.rodriguez2002@yahoo.com	2500 Countryside Ln		Fort Worth	TX	76133	817-584-6572	
JAB ELECTRIC, LLC		ROMAN DE LEON HIDALGO	jabelectrictdfw@gmail.com	jabelectrictdfw@gmail.com	2802 ENGLENOOK DR		SEAGOVILLE	TX	75159	469-810-3468	
JBG Construction, LLC		Jose Guandro	admin@jbgconstructionllc.com	admin@jbgconstructionllc.com	1601 W Seventh St		Irving	TX	75060	214-984-7961	
JC and Sons Trucking, LLC		Jesus Camarillo	jesuscamarillo.jc1@gmail.com	jesuscamarillo.jc1@gmail.com	641 Fox Creek Trail		FORT WORTH	TX	76131	219-608-3108	
JH Painting		John Homer	jh.painting@hotmail.com	jh.painting@hotmail.com	734 Chalk Hill		Desoto	TX	75115	972-920-5183	972-863-7318
JJ BLADD GROUP LLC		Eyvone Garnett	jbladd@jjbladdgroupllc.com	jbladd@jjbladdgroupllc.com	2320 Linds Ln.		Fort Worth	TX	76119	682-882-5165	682-882-5168
JR WEST TEXAS CONCRETE LLC	Juan Rodriguez	Juan Rodriguez	jwestexasllc@gmail.com	jwestexasllc@gmail.com	1509 W Saner Ave		Dallas	TX	75224	469-478-2234	469-478-2240
JS Contractors DFW, LLC		Jehu Arellano	J@jscontractors.net	J@jscontractors.net	1440 Carrollton Pkwy, Suite 1509		Carrollton	TX	75010	469-546-5010	
JT Specialty Cleaning, LLC		Fonda Wilcox	fonda@torresfinalclean.com	juanita@torresfinalclean.com	9777 Ferguson Road	Suite 108	Dallas	TX	75228	214-207-7722	800-507-2750
KME Integrated Services Corp.		Onyekwere Ukoha	micky@kmeisc.com	micky@kmeisc.com	122 Castibuy Rd		Coppell	TX	75019	214-215-1191	972-254-7575
Landscape Horticulture Services LLC		Jesse Cardoza	jesse@lh-landscape.com	jesse@lh-landscape.com	2631 Chalk Hill Rd		Dallas	TX	75212	214-403-8443	469-503-0086
LeVis Consulting Group, LLC		Monica Bailey Jackson	monica@leviscg.com	mjoness@leviscg.com	600 Six Flags Dr	Ste 435 & 441	Arlington	TX	76017	817-652-2955	(817)946-7827
LeVis Consulting Group, LLC		Monica Jackson	monica@leviscg.com	monica@leviscg.com	600 Six Flags Drive, Ste 435		Arlington	TX	76011	817-652-2955	
Llano River Fence Company, LLC		Ashanti Smith	asmith@llanoriverfence.com	asmith@llanoriverfence.com	11418 Lake June Road		Belch Spring	TX	75186	972-286-4316	866-355-6979
Lorie Galloway Companies, Inc.		Lorie Galloway	lorie@lgcompanies.com	lorie@lgcompanies.com	922 CR 4481		Decatur	TX	76234	817-268-3773	817-887-1570
Maid N Dallas, LLC		Linze Green	info@maidsnfdw.com		1414 S Broadway St.		Carrollton	TX	75006	(817)703-9995	(214)498-2877
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MBW SERV Corporation	SERVPRO of North Irving	Maria Weaver	mweaver@servprooffichardson.com	michael@mbwsvr.com	8777 GOVERNORS ROW		DALLAS	TX	75227	972-986-7677	214-634-2008
Mechanical Materials, LLC		Jackie Herrera	manaann@mechanicalmaterials.com	Jackie@mechanicalmaterials.com	1452 Hughes Road	Suite 261	Grapevine	TX	76051	800-323-7505	
Minority Supply & Contracting, LLC	Metro Construction	Jaime Santana	jaime.santana@ipl.com	jaime.santana@ipl.com	16330 Red Cedar Trail		Dallas	TX	75248	214-237-7885	866-232-7894
MJE Services, LLC		Mike Emby	mike@mjetexas.com	korn@mjetexas.com	PO BOX 26919		Fort Worth	TX	76155	817-247-0967	817-247-0967
MuscleHire Construction, LLC		Neal White	M4hlc@hotmail.com	M4hlc@hotmail.com	1711 Tyler Ave.		Euleess	TX	76040	314-437-8621	
NASH CM, Inc.		Afzaal Hafeez	nash1cm@gmail.com	nash1cm@gmail.com	3968 E. PARK BLVD		PLANO	TX	75074	817-941-4845	
Naturomulch LLC dba Texas Playground Mulch		Shobha Goyal	naturomulch@gmail.com		P. O. Box 1902		Coppell	TX	75019	214-227-2212	214-500-7096
NOW Specialties, LLC		Sherry Nolan	snolan@nowspecialties.com		2122 Country Club Drive	Suite 300	Carrollton	TX	75006	972-416-7065	972-416-7067
Omega Painting and Construction		Zimbalist Odhams	zimbalist@omegapandc.com	zimbalist@omegapandc.com	301 E. Debbie Ln. 102-1430		Mansfield	TX	76063	817-533-1911	
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Perkins Construction		Rickey Perkins	rickeyperkins2000@gmail.com	rickeyperkins2000@gmail.com	3721 Huntwick Drive		Fort Worth	TX	76123	817-733-2337	817-263-2621
Phoenix Office Technology Services, LLC		Manuel Nieto	manryn@phoenixotx.com	michelleb@phoenixotx.com	4651 Huntgrove Dr		Addison	TX	75001	(469)360-5981	972-800-4780
Picasso Contractors, LLC		Elizabeth Ponce	eponce@picassollc.com	admin@picassollc.com	627 N St Augustine Rd		Dallas	TX	75217	469-268-9965	214-315-3551
Piping Services, Inc.	PSI Fencing	Jodi Randall	jodi@pipingervicesinc.com	jodi@pipingervicesinc.com	4826 Carnegie Drive		Frisco	TX	75034	214-557-6776	
PJM Construction	FoamWorks	John Meager	John@foamworkspro.com	info@foamworkspro.com	3615 Broadway Blvd. Ste B		Garland	TX	75043	972-499-6393	972-734-1004
POTERE CONSTRUCTION LLC		Oiga Sharon Douglas	sdouglas@potereconstruction.com	sdouglas@potereconstruction.com	6825 Manhattan Blvd		Fort Worth	TX	76120	817-429-2443	103
Precision Road Services LLC		Ivan Garcia	ivan@precisionroad.com	ivan@precisionroad.com	2100 Durango Ct		Southlake	TX	76092	817-707-9815	
PROLINE PROJECTS, LLC		Gusman Cruz	PROLINEPROJECTSLLC@GMAIL.COM	PROLINEPROJECTSLLC@GMAIL.COM	2202 LOLITA DRIVE		DALLAS	TX	75217	469-500-5904	
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RG Painting, Inc.		Raymond Gilmore	rgilmore46@yahoo.com	rgilmore46@yahoo.com	2329 Cedar Grove Drive		Dallas	TX	75241	214-376-1076	214-376-8547
RR DOUBLE R ENTERPRISES, LLC	DOUBLE R CONTRACTING	Rachel Howard	rhoward@rdoubleenterprise.com	rhoward@rdoubleenterprise.com	5727 Woodmoor Ln		THE COLONY	TX	75056	214-347-6955	
RTC Restoration & Glass, Inc.		Daniel Andres	kari@rtcr.com		1433 Crescent Dr.		Carrollton	TX	75006	972-446-2211	
Ruiz-Boyer Construction & Supplies, LLC		Silvia Adams	silvia@ruiz-boyter.com	edna@ruiz-boyter.com	615 Six Flags Dr		Arlington	TX	76011	972-780-5951	214-666-9598
Santos Construction, Inc		Ignacio Santos	ycasas@santosci.com	ycasas@santosci.com	4485 Red Bird Lane		Dallas	TX	75236	972-296-5813	972-572-2799
Select Maintenance, LLC		Troy Ragle	gabe@selectcompanyllc.com	gabe@selectcompanyllc.com	4001 Airport Freeway Suite 500		Euleess TX 76039	TX	76021	812-483-6396	817-472-9942
Service First Cleaning LLC		Shavonne Darsey-Moffett	shavonne@servicefirstcleaning.com	leon@servicefirstcleaning.com	1408 N. Riverfront Blvd	Ste 207	Dallas	TX	75207	(214)390-6715	(312)636-6137
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Spectrum Resource Group, Ltd.		Jerry Pham	jill@spectrumresource.com	jill@spectrumresource.com	1101 Pamela Dr		Euleess	TX	76040	214-654-0312	214-770-7739
Stevens Electrical, LLC		James Stevens	cmitchum@redeaglestexas.onmicrosoft.com	cmitchum@stevenselectrical.net	108 W Lemon Street		Saginaw	TX	76179	682-405-0072	
STRAIGHT LINE SAWING & SEALING, INC.		Eric Johnson	ejohnson@slstexas.com	ejohnson@slstexas.com	114 NE 28th St		Grand Prairie	TX	75050	972-590-8922	972-590-8924
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Texas Best Window Cleaning		Leslie Martin	leslie@texasbestfw.com	lesliejmartin@yahoo.com	1508 Babbling Brook Dr		Grand Prairie	TX	75050	972-890-8229	
Texas Lone Star Materials, Inc.		Julie Tupper	jtupper@tblsm.com	jtupper@tblsm.com	3131 Marquita Dr.		Fort Worth	TX	76116	817-925-8559	817-665-3034
Texas Made Ramirez Construction Corporation	Texas Made Construction	Ernesto Ramirez	Er Ramirez18_er@gmail.com	Er Ramirez18_er@gmail.com	8724 Comer Dr		Dallas	TX	75217	214-445-7583	
Texplor of Dallas, Inc.		Danna Thomason	danna@texplordrilling.com	danna@texplordrilling.com	2615 Cartwright Lane		Dallas	TX	75212	214-678-0643	972-931-0154
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Thomas & Thomas Concrete Coring & Sawing, LLC	T&T Concrete Coring & Sawing, LLC	Ernest Thomas	ENIAH_THOMAS@SBCGLOBAL.NET	eniah_thomas@sbcglobal.net	2475 Harbour Dr		Grand Prairie	TX	75054	972-992-8444	972-602-0270
Thomas 11 Development LLC	Jabg Construction & Engineering	Jabbar Thomas	Jabgconstruction@engineer.com	Jabgconstruction@engineer.com	938 KIRKWOOD DR		Dallas	TX	75232	469-761-7232	
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TX TinMan Enterprises LLC dba TinMan Enterprises		Tracy Green	tracy@tin-man.net	admin@tin-man.net	5569 Oak St.		Fort Worth	TX	76140	817-288-6116	817-343-8111
Unica Enterprises LLC	Unica Janitorial Solutions LLC	Nancy Galvan	nancy@unicajs.com	nancy@unicajs.com	715 Tenna Loma Court		Dallas	TX	75208	817-797-1051	
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Urban Infraconstruction LLC		Anup Tamrakar	anup@urbanconstruct.com		526 N Britain Rd		Irving	TX	75061	(817)616-5544	(817)686-1251
USA SWPPP Inspections, Inc.	USA Erosion	Marcy Weaver	usaerosion@aol.com	usaerosion@aol.com	237 Blackland Road		Royse City	TX	75189	972-240-9500	972-240-9300
van Enter Studio, Ltd		Michael vanEnter	michael@vanenterstudio.com	michael@vanenterstudio.com	1415 Fairview Ave		Dallas	TX	75223	214-515-9948	214-515-9948