



**REQUEST FOR PROPOSAL
CHILDCARE COORDINATOR SERVICES**

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I. Introduction, Purpose, and Intent

Dallas County is the second most populated county in Texas, accountable for two million residents spread over 30 municipalities. With more than 6500 employees 350 different job titles across 150 departments, Dallas County hires over 1500 men and women each year and is continuously recruiting. To ensure Dallas County continues to be competitive in the job market and continues to attract top candidates, Dallas County has recognized childcare services are a critical need for its employees. To meet this very important need for its employees, Dallas County seeks professional guidance and expertise to manage a program that provides childcare and early childhood education and that can assess the options and requirements available to Dallas County employees to aid in the placement of their children. The organization is committed to subsidizing the cost of childcare to support its employees' work life balance and overall well-being.

The need for high quality childcare arises from the understanding that employees perform at their best when they have access to reliable and nurturing care for their children. By subsidizing the cost of childcare, Dallas County aims to alleviate the financial burden on employees and provide them with peace of mind, knowing that their children are in a safe and enriching environment.

Therefore, this Request for Proposal (RFP) seeks proposals from experienced childcare consulting firms, non-profits, or individuals with a demonstrated track record in consulting and placement of children in high quality childcare settings. The selected consultant will be expected to work closely with employees, providing personalized guidance and support throughout the search and placement process. The consultant should have extensive knowledge of childcare options within Dallas County, knowledge of the strong network of reputable childcare providers in Dallas County, and a proven ability to match employees' needs with suitable childcare solutions.

II. Scope of Work

Dallas County provides its residents with around-the-clock services and therefore County employees work various shifts and hours throughout the week. The County seeks to provide its employees with childcare assistance through stipends and a convenient way to select the "best" childcare facility that meets their needs. The contractor selected for this initiative shall have significant experience in vetting, approving, coordinating, and facilitating placement of children in childcare facilities that are reputable, in good standing, and meet all local, state, and federal (as applicable) requirements to operate a childcare facility. The awardee (hereafter and within the "Scope of Work Contractor) shall survey, interview, and facilitate childcare facility options that meet the employee's geographical, business day, budget, and service quality requirements.

The Contractor shall have proven experience in childcare services, childcare requirements, a proven process to track and audit childcare facility service performance and provide childcare options to parents of children that have special needs. The objective of this contract is to 1) engage a Contractor that will work with Dallas County employees to help them obtain access to all current, and future state, federal, and local childcare programs and to assist with the high cost of childcare, 2) create a webpage which has a searchable access database for childcare facilities which are 4 star rating specially designed for Dallas County employees, and 3) Be the conduit for a one stop shop for childcare options for Dallas County employees by making direct payments for the Dallas County stipend, state, federal, or other local program grants or payments, to the Texas Rising Star accredited childcare centers.

The contractor shall have ample staff and/or capacity to manage and facilitate these services for Dallas County. The County has approximately 1,000 employees that have previously expressed interest in using this service and therefore the Contractor shall have a proven process to manage calls, visits, interviews, and placement recommendations for a large number of County employees. The Contractor shall also be responsible for facilitating issue resolution with childcare facilities and/or issue resolution between parent and childcare facility.

The Contractor shall provide the County Contract Manager with the following reports on a monthly, bi-annually, and/or annually basis:

- List of all childcare facilities

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- Facility audit and compliance (insurance and regulatory)
- Customer service survey
- Monthly placement
 - Geographically
 - Facility name
- All issues, complaints, resolutions and the timing thereof.
- List of employees assisted.
- Annual attestation from each of the childcare facilities “in the Contractor’s network”, where County employees’ children have been placed as part of this contract, indicating their childcare facility is in compliance with all local, state, and local regulatory requirements.

Contractor shall meet the following service level requirements:

- Respond to our employees’ inquiries within one (1) business day.
- Schedule and conduct an initial consultation with the eligible employees within three (3) business days.
- Verify all participating childcare providers' licensing and required documentation, including the familial care option annually.

Contractor shall meet the following employee outreach engagement requirements:

- Participate in our Benefits Fairs and other employee engagement events.
- Conduct annual awareness and outreach campaigns to educate our employees about the childcare benefit and available resources.

The Contractor shall be available by phone and Microsoft Teams (for virtual meetings) Monday through Friday from 8:00 a.m. to 7:00 p.m. but can propose a schedule, for County consideration, to meet the needs of all Dallas County employees’ shift schedules.

Contractor shall not have any direct contact with the children of parents for which Contractor is providing services. Although Contractor is dealing directly with the parent(s), Contractor and Contractor’s staff and any associated subcontractors, and any other person engaged by Contractor to render services under this contract shall meet all background requirements as required by the applicable regulatory agency for childcare providers.

Schedule

The Contractor shall have the infrastructure and resources to begin rendering services upon Commissioners Court award and contract execution.

Confidentiality

The Contractor shall treat all information obtained during the term of the contract as confidential and shall not disclose it to any third party without Dallas County’s and/or parental written consent.

III. Evaluation Criteria

Award recommendation shall be made to the responsible proposer(s) whose proposal(s) are determined to be the highest ranked proposal resulting from negotiations and taking into consideration all aspects of proposal evaluation criteria and submission items. Submission of a proposal implies vendor acceptance of the evaluation criteria and vendor recognition that subjective judgments must be made by the Evaluation Committee:

Criteria	Points
Experience and Qualifications	45
Approach	35
Cost	5
Small Business Enterprise	15

Total Points	100
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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; and
 - Explicitly indicate acceptance of all the General Conditions and Requirements conditions.
2. 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 shall provide the following for each person scheduled to render services and/or for the organization as applicable:
 - Statement of experience and qualifications.
 - Three reference letters from agencies comparable in size and scope.
 - Resume(s), roles, and responsibilities.
3. Staffing Capacity - The Contractor selected must have the capacity, resources, and experience to provide services described herein, Contractor shall provide with their proposal the following information:
 - Define your firm's capacity and capabilities to perform this contract as described herein.
 - Define your resources to perform the services as requested in the scope of work.
 - Define your experience. Provide a detailed list of where your firm has provided services of similar size and scope in Dallas County during the past 3 years including but not limited to public and private organizations of similar size and scope.
4. Approach – Contractor shall submit with their proposal a detailed accounting of their proposed approach to rendering the services described herein, to include but not limited to:
 - Detailed proposed approach to accomplishing the requirements outlined herein and achieving each phase of services for the duration of the contract term.
 - Detailed proposed overview of milestones, service levels, and quality objectives
 - Background checks process and protocols for all parties proposed to provide services under this contract.
5. Suppliers shall submit three letters of reference from other entities of similar scope and size.

V. 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 an addendum which will be posted as part of the solicitation. The County, its agents, and employees shall not be responsible for any information given by way of verbal communication.

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Pre-proposal conference will be held on **October 6, 2026, at 10:00 am (CST)**. The pre-proposal meeting will be conducted through a conference call.

[Pre-Proposal 2026-048-7133 RFP Childcare Coordinator Services | Meeting-Join | Microsoft Teams](#)

The deadline for the submission of questions is **October 13, 2026**, at 10:00 am (CST) through Bidnet.

VI. Term and Commencement Date

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

VII. Award Method

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

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

VIII. Opening of Proposals

Proposal reading shall be conducted: **October 22, 2026**, at 2:30 pm (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_OTQ5NGEyMGQtNDkxOC00ZWlZLWEwODItNzE0MWU5MDcwYzlj%40thread.v2/0?context=%7b%22Tid%22%3a%2251adcfad-72f1-479c-b28f-52412e04014b%22%2c%22Oid%22%3a%228d59f513-817d-4d7f-9d9d-65c8876cb296%22%7d

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

IX. 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 **October 13, 2026**, at 10:00 am (CST)

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

X. Proposal Submittal and Exception Requirements

To be considered for award, the proposal response must be submitted by **October 22, 2026**, at 2:00 p.m. (CST). Responses shall be submitted electronically through Bidnet, the County's online public solicitation platform <https://www.bidnetdirect.com/texas/dallas-county>. Although the County prefers submissions in electronic form, a respondent may elect to submit their proposal in hard copy. To submit in hard copy, the vendor may deliver or ship to: Dallas County Purchasing Department, Records Building 500 Elm Street, Suite 5500, Dallas, Texas 75202. When submitting a proposal 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

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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 proposal 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.

XI. Communication

Upon release of the solicitation and during the process, vendors /firms, and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact 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 Buyer.

All questions regarding this solicitation are to be submitted in writing to **Stacey Duffey**, Dallas County Purchasing Department via <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 Stacey.Duffey@dallascounty.org. Please reference the RFP Solicitation number in the subject of the email.

All questions, comments and requests for clarification must reference the RFP 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 RFP 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 RFP Addendums to this RFP can be located at the following web address: <http://www.dallascounty.org/department/purchasing/currentbids.php> (go to the appropriate RFP #, click on the appropriate hyperlink for viewing and/or downloading.)

XII. Review of Proposals

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

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

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

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Dallas County Purchasing may initiate discussions with selected proposers; however, discussions may not be initiated by proposers. Dallas County Purchasing expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Proposers shall not contact any Dallas County

personnel during the RFP process without the express permission from the Office of the Dallas County Purchasing Agent. Dallas County Purchasing may disqualify any vendor who has made site visits, contacted Dallas County personnel, or distributed any literature without authorization from Dallas County Purchasing.

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

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

XIII. Proposal Pricing

The proposed pricing shall be firm for the entire contract unless otherwise stated herein. Costs not included or calculated in the applicable unit prices as stated will not be paid by the County, regardless of the intentions of the respondent when the proposal was submitted and regardless that those costs were actually incurred.

XIV. Insurance

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

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

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

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

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

- 1.1. Workers Compensations and Employer's Liability Insurance or self-insured employee in the amount and in compliance with the provisions as provided for by Texas Law as established by

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the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all his employees assigned to operate or work under this Contract. In the event the Contractor elects to sublet any work, Contractor shall require Sub-Contractors to provide Workers' Compensation

Insurance for all of the latter's employees unless the Contractor affords such employees protection. Contractors shall be responsible for workers' compensation insurance for subcontractors or sub-lessees who directly or indirectly provide service under Dallas County contract.

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

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

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

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

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

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

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

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

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

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

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

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

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by Contractor under this contract agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: Dallas County Purchasing Agent located at 500 Elm Street, Suite 5500, Dallas, Texas 75202; and

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

2. Insurance Lapse

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

XV. Discussion With Reasonably Qualified Proposals

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

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

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

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

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

XVI. Rejection or Acceptance of Proposals

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

XVII. Late and Withdrawn Proposals

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

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

XVIII. Confidentiality

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

XIX. Disqualification Of Proposers

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

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

XX. Permits Required by Law

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

XXI. Records and Audit

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

XXII. Assignment of Contract

The Proposer shall not assign, transfer, sublet, convey, or otherwise dispose of the Contract of any part therein or its right, title, or interest therein or its power to execute the same to any other persons, firm, partnership, company, or corporation without the prior written consent of the County. Should the Proposer assign, transfer, sublet, convey,

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or otherwise dispose of its right, title or interest or any part thereof in violation of this section, the County may, at its discretion, cancel the Contract and all rights, title and interest of the Proposer shall therein cease and terminate, and the Proposer shall be declared in default.

XXIII. Default by Proposer

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

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

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

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

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

XXIV. Termination

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

XXV. Miscellaneous

1. After executing the Contract, no consideration will be given to any claim of misunderstanding.
2. Proposers shall submit with the Proposal, the required Proposer's qualification statement with supporting information as stated herein along with all other supporting documentation requested.
3. Proposers shall thoroughly familiarize themselves with the provisions of the Scope of Work and the Facilities.
4. The County reserves the right to reject all Proposals and to waive any minor irregularities.
5. A Proposal may be disqualified if the corporation or individual Proposer is in arrears or in default to the County for delinquent taxes or assessments or on any debt or Contract, whether as defaulter or bondsman; or who has defaulted upon any obligation to the County by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, Proposers may be disqualified for poor prior performance on similar Contracts with other entities.
6. The Contract with the Proposer will be drawn by the County and may contain such other provisions as are deemed necessary to protect the interests of the County.
7. The Proposer agrees to abide by the rules and regulations as prescribed herein. The Proposer will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified

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applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.

8. If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
9. The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms, or provisions of these specifications.
10. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the County Attorney or his authorized representative shall be final.

XXVI. Indemnity

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

XXVII. Selection Process

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

XXVIII. Development Costs

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

XXIX. Contract Award

Upon selection of a successful Proposer, the County and the Proposer will negotiate a final contract, based on the terms outlined in this RFP. 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.

XXX. Certificate of Interested Parties (Form 1295)

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

Effective January 1, 2016, Dallas County, must comply with the "Disclosure of Interest Parties, requirements established under Section 2252.908 of the Texas Government Code as implemented by the Texas Ethics Commission. Briefly stated, all contracts requiring an action or vote by the governing body of the entity or agency

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before the contract may be signed (regardless of the dollar amount) or that has a value of at least \$1 million will require the on-line completion of Form 1295 "Certificate of Interested Parties", in accordance with Texas Government Code Statute §2252.908. Form 1295 is also required for any and all contract amendments, extensions, or renewals. All business entities are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

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

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

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

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

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

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

Definitions:

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

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

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

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

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

(1) receives compensation from the business entity for the person's participation.

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(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.

XXXI. Conflict of Interest

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