



Dallas County
COURT ORDER / BRIEFING
Commissioners Court - Sep 03 2019

- ☐ Resolution
- ☒ Solicitation/Contract
- ☐ Executive Session
- ☐ Addendum

Authorize and approve the release of the Request for Proposal 2019-XXX-XXXX for 2020 Census Participation Initiative for Dallas County and authorize the Purchasing Department to Release, Advertise, and Negotiate in accordance with local procurement laws.

Briefing Date: Sep 3 2019
Funding Source: N/A
Originating Department: Purchasing
Prepared by: Debra Morris,
Recommended by: Debra Morris,

BACKGROUND INFORMATION:

A Request for Proposal has been written seeking solicitations from firms, organizations and/or individuals for Census Participation Initiative for Dallas County.

In accordance with County policy, the purpose of this briefing is to request the authority to advertise a request for proposal for the aforementioned services, and negotiate with the highest ranked firms to present to Commissioners Court for contract execution.

OPERATIONAL IMPACT:

The emphasis of this solicitation is to seek qualified professional service providers who will perform outreach ,who will aggressively targeting all populations, especially those who are hard-to-count.to assist Dallas County with improvement to the 2010 Census . The rating criteria and points assigned are as follows:

Evaluation Criteria and Weights	Maximum Points
Factor 1: Qualifications & Experience	20
Factor 2: Capacity & Resources	25
Factor 3: Organization & Project Methodology	15
Factor 4: Cost and Other Fees	20
Factor 5: Financial Stability	5
Factor 6: Small Business Enterprise	15
Total Points	100

The proposals will be evaluated and scored by representatives from various county departments

FINANCIAL IMPACT:

N/A

LEGAL IMPACT:

Upon final evaluations and scoring of all proposals, a formal contract will be drafted by the Civil Division of the District Attorney's Office for contract execution between Dallas County and the highest ranked/negotiated vendor(s). The formal contract(s) will then be submitted for Commissioners Court approval.

PROJECT SCHEDULE:

N/A

SBE PARTICIPATION:

N/A

ADMINISTRATIVE PLAN COMPLIANCE:

N/A

RECOMMENDATION:

Authorize and approve the release of the Request for Proposal 2019-XXX-XXXX for 2020 Census Participation Initiative for Dallas County and authorize the Purchasing Department to Release, Advertise, and Negotiate in accordance with local procurement laws.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby Authorize and approve the release of the Request for Proposal 2019-XXX-XXXX for 2020 Census Participation Initiative for Dallas County and authorize the Purchasing Department to Release, Advertise, and Negotiate in accordance with local procurement laws.

CONTRACT DETAILS:

Contract Title:	Request for Proposal 2019-XXX-XXXX for 2020 Census Participation Initiative for Dallas County		
Description:	2020 Census Participation Initiative for Dallas County		
Transaction Type:	New		
Contract Number:	2019-XXX-XXXX	Total Cost:	N/A
Start Date:		Expiration Date:	
Vendor:	N/A		

ATTACHMENTS:

[RFP 2020 Census revised DRAFT 8 30 19](#)



**DALLAS COUNTY
RFP NO. 2019-XXX-XXXX**

**REQUEST FOR PROPOSAL FOR
2020 Census Participation Initiative
for Dallas County**

PROPOSALS DUE:

**Date:
TBD @ 2:00pm**

**Dallas County Purchasing Department
900 Jackson St. Suite 680
Dallas, Texas 75202**

PRE-PROPOSAL CONFERENCE:

**Date:
TBD @TBD**

Location: TBD

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I
NOTICE TO ALL BIDDERS:

- All questions regarding this RFP are to be submitted, in writing, to Debra Morris, Contracts Specialist , via e-mail @ debra.moris@dallascounty.org .
- All questions, comments and requests for clarification must reference the RFP 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.
- All addenda 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. Vendors are solely responsible for checking this website for updates to this RFP. Addendums to this RFP can be located at the following web address:
<http://www.dallascounty.org/departments/purchasing/currentbids.html> (go to the appropriate solicitation number, click on the appropriate hyperlink for viewing and/or downloading.)

During the proposal process, firms shall not contact County staff. Additionally, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact outside the County offices with County employees, including elected officials. Such contact may result in the vendor being disqualified. All contact must be coordinated through Debra Morris , Contracts Specialist , for this procurement.

PRE-PROPOSAL CONFERENCE

The County has scheduled a pre-proposal conference to be held on **TBD @TBD** . The location is the **TBD**

The County will hold one pre-proposal conference as detailed in this document. Attendance at the pre-proposal conference is encouraged but is not mandatory. The purpose of this conference is to facilitate responses to all Proposers' questions concerning the content of this RFP document As a result, initial questions are to be submitted, in writing, to Debra Morris by **TBD @TBD** . Staff will attempt to answer these questions during the pre-proposal conference.

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 final questions must be received by **TBD @ TBD**.

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.

II

GENERAL REQUIREMENTS FOR PROPOSALS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Dallas County, the Dallas County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor. Vendor must keep records within Dallas County or note in proposal that records will be available within the boundaries of Dallas County to those representatives within twenty-four (24) hours of request by the County.

ACH VENDOR PAYMENT

Dallas County offers ACH vendor payment services for all vendors providing products or services. For more information regarding Paymode-X, please visit our website at: <http://portal.paymode.com/dallascounty/> or call customer service @ 877.443.6944 or contact the Dallas County Auditor's Office – Account Payable Division at 214.653.6473.

ADDENDA

When specifications are revised, the Dallas County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned proposal package**.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Dallas County Commissioners Court or other applicable governing body.

BONDS

If this RFP requires submission of proposal guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Proposals submitted without the required proposal bond or cashier's checks are not acceptable.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to submitting your response. Failure to do so may result in disqualification of your response.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Dallas County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Dallas County for any payments made to the contractor while ineligible.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's Services.

Pursuant to Chapter 2252, Texas Government Code, the vendor represents and certifies that, at the time of execution of this Contract/Agreement neither the vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent

company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

The vendor warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended.

Dallas County operates its business ethically and in compliance with the law. We ask that any contractor's or vendor's employee doing business with Dallas County who believes he or she has witnessed any suspected ethical violation or fraud immediately report the allegations to:

Dallas County Purchasing Agent, 900 Jackson Street, Suite 680, Dallas, Texas 75202, 214-653-6500
michael.frosch@dallascounty.org

Dallas County will conduct a prompt and thorough investigation. At the conclusion of the investigation, Dallas County will refer any suspected criminal activity to the District Attorney or an appropriate law enforcement agency. Contractors or vendors who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any contractor or vendor for reporting suspected ethical violations or fraud is strictly prohibited.

In accordance with Tex. Gov't Code Ann. § 2270.002, Contractor/Vendor warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

CONTRACT OBLIGATION

Dallas County Commissioners Court must award the contract and the County Judge or other person authorized by the Dallas County Commissioners Court must sign the contract before it becomes binding on Dallas County or the offerors. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Dallas County and the offeror. Any price escalations are limited to those stated by the offeror in the original proposal.

CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Dallas County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Dallas County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Dallas County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, **the proposal must be submitted in hard copy** according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's proposal specifications **as published** shall control. Furthermore, if an alteration of any kind to the County's published proposal specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Dallas County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be

withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals - for different products or services.

E-MAIL ADDRESSES CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Dallas County, the Dallas County Flood Control District, the Dallas County Hospital District Dallas County Appraisal District, or any agency of Dallas County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

EVALUATION

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiations by the Dallas County Purchasing Department with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Dallas County will be held and appropriate proposals will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Dallas County will make an award. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. If, for any reason, funds are not appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Dallas County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Dallas County's interpretation shall govern.

GOVERNING LAW

This request for proposal is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Dallas County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. Forum for contractual issues shall be in Texas and venue shall be exclusively in, Dallas County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE

Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended collectively referred to as "HIPAA", to the extent that

the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify, defend, and hold Dallas County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Dallas County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal as inadequate.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Dallas County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

MAINTENANCE

Maintenance required for equipment proposed should be available in Dallas County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Dallas County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

NEW MILLENIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a proposal for services on a Dallas County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Dallas County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Dallas County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contractor exceeds \$100,000.00, contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

PROPOSAL FORM COMPLETION

Fill out and return to the Dallas County Purchasing in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE RFP , DESCRIPTION AND BE MARKED "SEALED PROPOSAL."** An authorized representative of the offeror should sign the Proposal Cover Sheet. The contract will be binding only when signed by Dallas County, funds are certified by the County Auditor and a Purchase Order issued.

PROPOSAL RETURNS

Offerors must return all completed proposals to the Dallas County Purchasing Department reception desk at 900 Jackson Street, Suite 680, Dallas, Texas **before 2:00 P.M. LOCAL TIME IN DALLAS, TEXAS** on the date specified. Late proposals will not be accepted for any reason.

SCANNED OR RE-TYPED RESPONSE

If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package **as published** shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

TAXES

Dallas County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Dallas County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Dallas County Purchasing Agent.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Dallas County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Dallas County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Dallas County's satisfaction and/or to meet all other obligations and requirements. Dallas County may terminate the contract without cause upon thirty (30) days written notice.

TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

Dallas County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Dallas County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

DRAFT

III INTRODUCTION

The following requirements and instructions supersede General Requirements where applicable.

VENDOR INSTRUCTIONS

Responses to this Request for Proposal (RFP) shall be formatted and organized in the following order for consistency and easy screening:

- All proposals must be typed, single spaced, and printed single-sided on 8 ½" by 11" paper.
- One (1) original, **clearly marked "ORIGINAL"**, and two (2) copies, **clearly marked "COPY"**, must be submitted in separate three-ring, loose-leaf binders with identification of the vendor, the RFP number as located on the RFP cover sheet, and the RFP title on the front cover. Nine (9) USB / Flash drive of proposal **excluding** Companies Financial Stability, Cost and Small Business Enterprise information.
- Proposer shall submit in a sealed envelope; Envelope 1: Company Financial Stability. Envelope 2- Small Business Enterprise. Envelope 3- Cost and other Fees.
- The complete proposal response must be sealed in an envelope or box for delivery to the Office of the Dallas County Purchasing Agent.
- Each section of the vendor's response should start on a new page. A tabbed divider page marked with the section number should separate each section.
- Prepare a Table of Contents for the proposal being submitted and place it after the RFP cover sheet and before Section I. The Table of Contents must list Sections I-VII and the contents of each section.

Proposals must be submitted in the following order:

RFP Cover Sheet

Table of Contents

Section I: Transmittal Letter, Residence Certification (Attachment a), Proof of Insurance and signed Addenda (when applicable; see Addenda under General Requirements) – The transmittal letter should include:

- Company name and address; name, title, email, telephone and fax number of person(s) to be contacted for clarifications or additional information regarding proposal;
- Name, title, email, telephone and fax number of person authorized to contractually obligate vendor's company with proposal and any future negotiations; and
- A statement of the vendor's understanding of the project, how vendor will provide required services and vendor's relevant experience. Provide examples of past work with census strategy management experience, census messaging and marketing, community-based engagements or any other work relevant to this RFP.

Section II: Scope of Service/Narrative of Proposed Team and Services

- Describe vendor's philosophy, approach(s) and preferred methods for meeting requirements and/or deliverables in the specifications.
- Provide the greatest amount of meaningful detail possible to describe the proposed products/services. Indicate if vendor can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If vendor is not able to meet the specification, briefly explain why, noting any concerns or issues Dallas County should be aware of.
- Identify vendor's proposed project team to perform the required services. The resumes shall include academic qualification, professional experience, and professional license if applicable, with supporting documents. Resumes of the proposed key personnel, detailing managerial and technical qualifications, shall be included. Particular attention and appropriate evaluation credit will be given to the track record of the proposed key

personnel in successfully completing projects of comparable scope and complexity to that described in this RFP.

- Provide a detailed description of why vendor is best qualified to engage in the proposed activities/tasks.
- Each vendor will provide a Task sensitive projected timeline. Each Task being responded to must contain; a start to finish timeline, provide and explain the number of staff required to accomplish each tasks, best practice communication and reporting guidelines for each Task please refer to pages 5-6 of this RFP.

Mere reiterations of specifications are strongly discouraged, as they do not provide insight into the vendor's ability to meet the specifications.

Section III: Pricing Information – See PRICING/DELIVERY INFORMATION page for instructions.

Section IV: Organizational Information/Qualifications

Vendor's history, background and principal officers

Company and project team organization chart

Description of project team organization; names and resumes of team members

- Financial Statements or Attachment g
- Licenses/accreditations
- References (Attachment h)
- Copy of completed Certificate of Interested Parties Form 1295
- Provide examples of past experience developing programs or services that are described in the scope of work and by Task that the vendor is applying
- List the vendor's qualifications and experience for the organization as a whole and for the responsible staff member(s) proposed to be involved in the performance of the project
- Knowledge of the decennial census, its challenges and importance, particularly in Dallas County
- High level of comfort working with relevant stakeholders, including public, private, nonprofit, elected officials, community groups, and others.
- Diversity, Equity, and Inclusion (DEI) – Vendors must have lived experience and/or deep understanding of the interconnection between diversity, equity, and inclusion, the historic and current policies and systemic barriers to achieving equity and experience identifying, implementing and evaluating strategies that advance DEI.
- Previous campaign management experience is a plus, including demonstrated experience developing communications and field strategies and tactics that successfully activate racially and ethnically diverse, limited English proficient communities, and geographically isolated or remote communities.
- For Task 1- **Census Campaign Strategy Management and Oversight**, vendors (s) must show at least three (3) years of experience creating strategies and campaign oversight for a successful public outreach campaign to reach populations like the easy, hard, and hardest-to-count populations. Preference for Census experience.
- For Task 2 – **Census Data – Analysis, Mapping, and Reporting**, vendor(s) must show at least five (5) years of experience generating, analyzing, and reporting of Census or population related data, including geo-coding and mapping of data and creating reports regarding demographic, socio-economic profiles, research of selected populations for targeting, and experience in developing statistical and predictive modeling in the service of campaign development at the individual or household level.

- For Task 3 – **Census Messaging and Marketing**, vendor(s) must show at least four (4) years of experience successfully leading large scale multi-level media and marketing campaigns, including experience with non-English speaking audiences.
- For Task 4 – **Community-based Engagement**, vendor(s) must have experience in coalition-building and working with at least twenty (20) community-based organizations in Dallas County to increase their capacity to self-advocate and engage their local population and neighborhood. The vendor must have a successful track record working on activities that increase community engagement or civic participation, such as community organizing, public education, outreach, advocacy, or canvassing. Vendors should also demonstrate established relationships with hard-to-count communities and demonstrated experience in identifying, recruiting, and working with trusted messengers and community leaders to reach priority populations.

Section V: Legal Documents – Include any standard agreement(s) and/or contracts(s) associated with vendor’s response.

Section VI: Questionnaire (Attachment j) – Vendor must complete and return all answers to the questionnaire in the order in which they are listed. Failure to do so may result in disqualification.

Section VII: Miscellaneous – State exceptions to any of the requirements in this RFP, if any. Company brochures, marketing materials, or any other information vendor deems appropriate to the RFP response may be included in this section.

Dallas County will not be liable for any costs incurred by the vendor in preparing a response to this RFP. Vendors submit proposals at their own risk and expense. Dallas County makes no guarantee that any products or services will be purchased as a result of this RFP, and reserves the right to reject any and all proposals.

All proposals and accompanying documentation will become the property of Dallas County. All proposals are open to negotiation.

The vendor is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at vendor’s risk.

At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until time of award and execution of an agreement. When an award is made and an agreement is executed, proposals are subject to review under the “Public Information Act”. To the extent permitted by law, vendors may request in writing non-disclosure of confidential data. Such data shall accompany the proposal, be readily separable from the proposal, and shall be CLEARLY MARKED “CONFIDENTIAL”. For those portions identified as confidential by the vendor, Dallas County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

IV EVALUATION PROCESS

All proposals will be examined by an evaluation committee consisting of various Dallas County personnel, Dallas County Purchasing, and representatives selected by the City 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.

While Dallas County appreciates a brief, straightforward, concise reply, the proposer must fully understand that the evaluation is 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 vendors are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

Dallas County Purchasing may initiate discussions with selected vendors; however, discussions may not be initiated by vendors. Dallas County Purchasing expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Vendors 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 vendors may be expected to make a presentation/product demonstration to an evaluation committee. Proposals, vendor presentations and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Dallas County expects to conduct negotiations with vendor's representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Dallas County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

V

EVALUATION CRITERIA

Award shall be made to the responsible vendor or vendor(s) whose proposal(s) are determined to be the best evaluated offer 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:

Qualifications & Experience

(20)

Vendor provides qualifications and experience of staff to be assigned to project. Vendor demonstrates ability to meet the qualifications and compliance requirements listed herein. Vendor demonstrates specialized experience or technical expertise in connection with the scope of services to be provided and complexity of the project, which includes a thorough description of other successful projects, that demonstrate the firm's ability to carry out the scope of work similar to the one described in this RFP.

Capacity & Resources

(25)

Vendor demonstrates staffing size and capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workload of the vendor. Vendor demonstrates understanding of scope of the project. Vendor demonstrates ability to perform requested services for similar projects of scope and scale by providing three recent examples of projects completed on budget and on time. Firm demonstrates sufficient financial capacity and acceptable business practices.

Organization & Project Methodology

(15)

Vendor describes how the services will be provided and how they will be supported. Vendor describes the approach that the vendor will take to achieve the required services, scheduling, and coordination required for this project. Presented deliverables and timeline will be evaluated against all others.

EVALUATION CRITERIA (continued)

Cost and Other Fees /Pricing (Separate Envelope)

(20)

Financial Stability (Separate Envelope)

(5)

Small Business Enterprise (Separate Envelope)

15

Total 100

Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor's recognition that subjective judgments must be made by the Evaluation Committee.

VI AWARD

Dallas County reserves the right to award the contract to multiple vendors but would prefer a single provider who will coordinate with the necessary sub-contractors to perform the required tasks. Dallas County reserves the right to award to either each task individually or in its entirety. The recommendation will be made in the best interest of Dallas County.

No award can be made until approved by Dallas County Commissioners Court or by Dallas County Commissioners Court **and the City of Dallas City Council in the event of equal financial participation.** This RFP does not obligate Dallas County or the City of Dallas to the eventual purchase of any product/service described, implied or which may be proposed. Progress toward this end is solely at the discretion of Dallas County and the City of Dallas and may be terminated at any time prior to execution of an agreement.

REFERENCES

Vendor must provide a minimum of three (3) references as detailed in attachment h, or letters of reference from companies for whom vendor has provided similar services. Letters or references Letters or references must include the following information:

- Organizational/client name/address
- Name of contact person
- Email of contact person
- Telephone number for contact
- Vendor services provided to this client
- Professional relationship with the organization/client
- Description of vendor's ability to fill recruitment requests
- Description of quality of personnel provided by vendor
- Whether the organization/ client would recommend vendor

Dallas County may conduct reference checks to verify and validate vendors past performance. Reference checks indicating poor or failed performance by vendor will be cause for rejection of the response submitted. In addition, failure to provide verifiable letters of reference or attachment h., References, will be cause for rejection of the response submitted. References from large government entities are preferred.

PROCEDURES AND PROCESSES:

- a. Management and coordination of the evaluation process including all meetings, requests, and documentation will be handled by the Dallas County Purchasing Department Procurement Coordinator.
- b. Evaluation Committee will be composed of various County departments or various County Departments and City of Dallas staff in the event of equal financial participation.
- c. Each RFP shall be evaluated for completeness and for compliance with the requirements of this RFP and will be independently evaluated by each Evaluation Committee member.
- d. The evaluation of Proposals will be reviewed, evaluated, and ranked by the Evaluation Committee.
- e. Request for Proposals which substantially deviate from the basic intent of the RFP will be eliminated.
- f. If desired by the Evaluation Committee, written, site visits, and/or oral presentations to supplement the Request for Proposal for the purpose of clarification from selected Respondent (s) may be requested. The time and place for oral presentations will be announced at a later date, if such a presentation is required.
- g. Statement of Proposal will be assessed to determine the most comprehensive, competitive and best value solution for County.
- h. All Respondents will be accorded fair and equal treatment.
- i. Recommendation will made to Dallas County Commissioners Court to the firm(s) evaluated to be most qualified, highest rated and offering the best value to County. Upon formal approval, a contract will be formally drafted and entered into with the selected firm(s).

VII

AWARD AND NEGOTIATION PROCESS

All RFPs received by the specified deadline will be reviewed and evaluated consistently with the stated Evaluation and Selection Factors. Before the final evaluation and ranking of RFP – Request for Proposal is complete the County, at its sole discretion, may request interviews, presentations, and/or site visits with Respondent(s) found to be among the most qualified or shortlisted firm(s). Proposals will be ranked based on final evaluation with a recommendation to begin negotiations with the Respondent that received the highest evaluation.

The Respondent awarded or chosen pursuant to the provisions of this section will include and be limited to evaluation criteria listed in the RFP. Upon completion of the evaluation process, the Evaluation Committee will make a recommendation to County Commissioners Court to award to the highest rated firm(s).

Negotiations may or may not be conducted with the finalist(s); therefore, the RFP – Request for Proposal submitted should contain Respondent's most favorable terms and conditions, since selection and award may be made without further discussion or need for clarification.

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

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

All necessary contract documents will be prepared by the Dallas County District Attorney's Office and will be tailored specifically for this RFP. No contract shall be binding on County until it has been approved as to form by the Dallas County District Attorney's Office and executed by the Dallas County Commissioners Court. County will not be liable for, nor will it pay for, any amount of work commenced prior to the approval of the contract by the Dallas County Commissioners Court.

An Evaluation Team will evaluate the information provided by the proposing firms in response to the criteria established herein. The award of the contract shall be made to the responsible respondent, whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the evaluation factors set forth in the request for proposals as determined by the Commissioners Court. Award of contract will be made in the best interest of the County and shall, therefore, be considered final. Proposing firms are responsible for submitting all relevant, factual, and correct information for evaluation of the above criteria with their proposal. The Evaluation Committee will evaluate and score each proposal based on the data submitted.

VIII Small Business Enterprise (SBE) Program

Definitions.

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. A business that stocks sufficient quantities of supplies in direct inventory, held for sale or resale, to cover anticipated future demands for the supplies is performing a commercially useful function.

- a. 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 foregoing. 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 by bid or solicitation. A Contractor includes but is not limited to a contractor, consultant, or vendor.
- b. The terms **"Director of Small Business Enterprises"** shall mean the Director of the County's Office of Small Business Enterprise and include his or her designee.
- c. The term **"Contract Administration"** shall mean the County Purchasing Department and/or his or her designee.

- d. The “**Contract Administration Supervisor**” shall mean the Purchasing Director and/or his or her designee.
- e. **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, religion, sex, national origin, age, disability, or genetic information in the performance of this contract.
- f. **Good Faith Effort Plan.** A subcontracting plan submitted in response to a Request for Proposals (RFP) or bid/ proposal which details the Respondent’s pursuit to achieve the set aspirational goal or documenting it Good Faith Efforts to meet the goals for all elements the Solicitation. A Good Faith Effort Plan must be submitted with a bid/proposal for any Dallas County project for which goals have been established.
- g. **Mentor.** A mentor is a prime contractor that elects to promote and develop small business subcontractors by providing developmental assistance designed to enhance the business success of the protégé.
- h. **Mentor Protégé Agreement.** An agreement entered into by a prime contractor as the Mentor providing various forms of business development assistance to SBE protégé firm. This assistance may include technical and/or management assistance; financial assistance in the form of equity investments and/or loans; subcontracts; and/or assistance in performing prime contracts with Dallas County. Mentors are encouraged to provide assistance relating to the performance of contracts so that the protégé firms may more fully develop their capabilities. The purpose of the mentor protégé relationship is to enhance the capabilities of the protégé, and to improve the protégé’s ability to successfully grow and compete for County contracts.
- i. **Metropolitan Statistical Area (MSA).** The Dallas County MSA includes the following counties: Dallas, Tarrant, Denton, and Collin.
- j. **Protégé.** A protégé is a certified Small Business Enterprise that meets the County’s SBA Threshold requirements, performs a commercially-useful function, has a significant business presence in the Dallas County Metropolitan Statistical Area (MSA), and is the recipient of developmental assistance pursuant to a Mentor-Protégé arrangement.
- k. **Small Business Enterprises.** It is the policy of the County to support the growth and development of Small Business Enterprises (“SBEs”) 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 that attempt 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.

SBE Goals, Good Faith Efforts and Eligibility.

The Director of Small Business Enterprises (“Director”), in consultation with the Contract Administration Supervisor, will 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 contract value.

NOTE: On January 1, 2018, Dallas County moved from an M/WBE Program to a Small Business Enterprise Program. The Small Business Enterprise Program was subsequently modified by the Commissioners Court on August 20, 2019, **removing** the following requirement:

- ~~The firm’s gross revenues or number of employees over the past three years **MUST** be equal to or below 20% of the Small Business Administrations (SBA) standards;~~
REMOVED effective August 21, 2019
- ~~The SBE firm owner’s personal net worth (PNW) **MUST** not exceed \$3.2 million;~~
REMOVED effective August 21, 2019

To be recognized and qualify as an SBE (contractors and/or their subcontractors):

- a) **MUST** be certified as an SBE by one of 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. ***All other certifications will not be accepted.***
- b) All SBE 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.
- c) The firm **should** submit proof of a current and valid certification (i.e. copy of certification certificate);

Utilization Scoring

- q. An eligible SBE certified Firm: **5 points**
- r. SBE certified Sub-Contractor Scoring Method: **Up to 10 Points (by percentage)**
40% Aspirational Goal:
 - Participation Percentage between 1% and 9.99% = **2 points**

- Participation Percentage between 10% and 19.99% = **4 points**
- Participation Percentage between 20% and 29.99% = **6 points**
- Participation Percentage between 30% and 39.99% = **8 points**
- Participation Percentage meeting or exceeding 40.00% = **10 Points**

The aspirational SBE or certified sub-contractor 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 (GEFP) will be used for scoring purposes based upon SBE and other eligible certified firm's participation. However, all subcontractors and/or supplier, 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. The GFEP Form can be found on page 46. This form is required and considered 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 deem non-responsive.**

- **Each Contractor must include with its proposal/bid, the following documents** Submittal of a completed and signed Good Faith Effort Affirmation, executed by an authorized representative, committing to the meet 40% SBE and/or M/WBE aspirational goal and committing to provide documentation justifying the respondent's inability to meet the aspirational goal.
- Completed and signed **Good Faith Effort Plan Form**, executed by an authorized representative;
 - Completed and signed **Good Faith Effort Affirmation**, executed by an authorized representative;
- **A signed and executed form or letter from each SBE subcontractor identified in the Contractor's Good Faith Effort Plan of their intent to perform as a subcontractor.**
- **Provide copy of certification from one of the three certifying agencies referenced in Section 7.2(a).**

Note: All forms should 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 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 Enterprises, in accordance with the SBE Policy. The denial of SBE certification by 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.

SBE Reporting

The Contractor and its subcontractors are required to electronically submit subcontractor payment information using the County's Subcontractor Payment Compliance System (SPCS), 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 Subcontractor Payment Compliance System.

Training on the use of the system will be provided by both Dallas County's SPCS Support Staff and by the Office for Small Business Enterprises. Additional information and free online training for SPCS can be found at <https://dallascounty.diversitycompliance.com> ..

Contracting

If awarded the contract, the Contractor agrees to be bound to 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.

IX SELECTION OF THE FIRM

All proposals received by the specified deadline will be reviewed and evaluated by an Evaluation Committee. Before the final evaluation and ranking of Proposal Firms is complete, the County may shortlist respondents. The County may choose to interview Proposal Firms found to be among the most qualified among the shortlisted firms. After Interviews, the Evaluation Committee will be given an opportunity to re-evaluate. The firms will be ranked based on final evaluation with a recommendation to begin negotiations with the Firms that received the highest evaluation.

X STIPULATIONS

This is not an offer, but is rather a solicitation by Dallas County, who also reserves the right to refuse any and all proposals.

XI ATTACHMENTS

- Small Business Forms
- Conflict of Interest Questionnaire
- Voluntary Moratorium
- Cost and Other Fee Worksheet
- W9
- Title 6
- Certificate of Interested Parties
- Texas Government Code 2270 Verification
- Texas Government Code Chapter 2252 Certification Form

XII ORDER OF PRECEDENCE

In the event there is a conflict between the documents comprising this RFP 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; and (iii) Contractor's Response. In the event that a conflict exists between any state

XIII SCOPE

Dallas County is seeking qualified vendors with experience, capabilities, and qualified available staff to oversee and perform a 2020 census participation initiative for Dallas County. Vendors can be consultants, universities, research institutions and/or other entities that meet the outlined requirements.

It is the responsibility of each vendor to examine the entire RFP, seek clarification in writing, and review their proposal for accuracy before submitting. Questions relating to this RFP must be submitted in writing and directed to Debra Morris , Contracts Specialist via email to debra.morris@dallascounty.org . The deadline for submission of questions relating to this RFP is **TBD** . All questions submitted in writing prior to the deadline will be compiled and answered in writing. A copy of all questions and answers will be available to all vendors and will be posted to Dallas County Purchasing Department website . The County will not be bound by any information conveyed verbally.

XIV BACKGROUND

As the eight largest County in the United States of America (U.S.), Dallas County has an estimated population of 2,618,148 persons (U.S. Census, July 1, 2018 estimates). Over a quarter of our population are youth under 18 years of age and the county is majority minority. Within the boundaries of Dallas County are 31 cities, including the ninth-largest city in the U.S., the City of Dallas.

The U.S. Census Bureau is required by Federal law to conduct a decennial count of every resident in the U.S. Data collected in the Census is the way that America measures population growth and change. Local areas rely on our statistics for planning where to build new schools and roads. Businesses use our data to track economic and demographic trends. In Fiscal Year 2016, the federal government distributed more than \$883 billion to states and communities based on Census Bureau data. The 2020 Census will provide critical information that empowers the more than [2.6 million people](#) and more than [65,000 businesses with paid employees](#) in communities across Dallas County.

The success of the 2020 Census will rely on convincing residents to complete the census questionnaire, particularly those residents who are considered hard-to-count. Based on census estimates, Dallas County has one of the largest hard-to-count areas, at just over thirty-four (34) percent of residents living in hard-to-count neighborhoods. An undercount will equate to a loss of Federal funding. Even only a 1 percent undercount will equal an approximate loss of \$40 million per year. To ensure a complete and accurate census count, Dallas County must engage the entire community, including the hard-to-count populations across the county.

XV

REQUIREMENTS

Dallas County seeks to achieve the maximum outreach and response possible for the 2020 Census by aggressively targeting all populations, especially those who are hard-to-count. The County, in partnership with the City of Dallas, and in support of a complete count throughout all Dallas County cities, seeks to:

- Improve upon the response rate from 2010 Census for the County and surpass the national average in 2020 Census
- Educate residents on the new online digital format for 2020 Census
- Identify easy, hard, and hardest-to count-communities and populations and report by County Precinct
- Improve overall accuracy to reduce undercount, particularly for those hard and hardest-to-count by prioritizing:
 - Hard-to-count geographic areas in the County
 - Historically undercounted populations
 - Groups with socio-economic factors correlated to low self-response rates
 - Households and individuals with no computer or inadequate Internet access
- Raise support from community leaders, business committee, and the public for the Census
 - Establish creative partnerships within communities
 - Collaborate with local media
 - Identify outreach opportunities
 - Recruit volunteers from diverse backgrounds for strategy development and community outreach,
 - Collaborate with the U.S. Census Bureau
 - Create field plan for targeting hard-and hardest-to count populations

In addition, Dallas County is seeking to improve upon its census response rate of just over seventy-four (74) percent from the 2010 Census by procuring vendor(s) who can successfully manage a census campaign engaging all residents of Dallas County, particularly those hard-to-count. The County envisions four (4) tasks for a successful campaign as detailed in the following:

Task 1 – Census Campaign Strategy Management and Oversight – Under this task, the vendor will review the City of Dallas’ strategic plan (which is already being implemented) and provide feedback and proposed edits. Once finalized, the strategic plan shall serve as a blueprint for Dallas County’s overall outreach effort for cities in Dallas County to follow and implement at their discretion. Additionally, the vendor will have oversight over the implementation of this plan, once developed. The vendor shall:

- a. Advise on the existing City of Dallas plan to implement across Dallas County. The feedback and revision should be informed by data generated under Task 2, and oversee the implementation to achieve the County's census goals.
- b. Strategies will be in tandem and collaboration to the work already being done in the City of Dallas to reach specific hard to count populations as well as implementing HTC efforts in other cities across Dallas County in order to successfully achieve the County's census goals,
- c. Build on past public outreach campaign and best practices, and evaluate implemented activities. The vendor shall propose adjustments to the overall plan and activities to successfully increase response rates for easy, hard and hardest-to-count populations throughout the campaign. As part of this ongoing evaluation and adjustment work, the vendor will incorporate the data published by the census on response rates by census tract and block group,
- d. Collaborate with the County and various census programs, projects, and services, particularly those listed in this scope of work, to ensure that activities and goals are aligned with established priorities,
- e. Ensure that activities are not duplicative of other Federal, State or local efforts,
- f. Provide strategic insight to identify relationship-building opportunities that promote the census.
- g. Serve as a member of the City of Dallas' Complete Count Committee.

Task 2 – Census Data – Analysis, Mapping, and Reporting – The work under this task will result in actionable data, mapping, modeling, and tools (including data warehousing) that allow messaging and community engagement for census outreach to be as effective as possible. Actions should inform the strategies developed under Task 1 and respond to requests from the Task 1 vendor and county to comply with plan adjustments. The vendor shall:

- a. Generate and analyze factual census data for use in campaign development and messaging,
- b. Obtain, organize, and analyze data that is countywide and by Dallas County Commissioner districts. of easy, hard and hardest-to-count populations and communities, visualized through maps and other products that provide demographic, socio-economic profiles, and research of selected populations for campaign development (Task 3),
- c. Monitor and provide data reports and mapping of Census form response rates by census tract and block group, Commissioner Precinct, and countywide as the U.S. Census Bureau releases such data,
- d. Create statistical and predictive modeling and index scores, targeted to the individual or household level, to inform engagement strategies and marketing,
- e. Work with County to geo-code the targeted areas and outreach activity locations (as implemented in Tasks 3 and 4),
- f. Report on the final results of the census and the County's goal to increase response rates.

Task 3 – Census Messaging and Marketing – The work under this task will result in the development of effective messaging and tools that will successfully encourage County residents, and the hard-to-count residents, in particular, to respond to the census. Actions should follow and coordinate with the strategies developed under Task 1. The vendor shall provide:

- a. A multi-level campaign that will reach residents of Dallas County of all socio-economic levels and convince them to complete the census forms within the time required by the U.S. Census Bureau. This includes non-English media.
- b. Develop the County's census campaign in conjunction with strategies developed under Task 1, including the concept, creation, and execution of campaigns and promotions regarding the Census.

- c. A focused campaign targeting the hard and hardest-to-count populations identified under Task 2 Census Data. Messaging should be developed taking into consideration specific populations with different language, access, and cultural needs. For those populations that are easiest to count, vendor should support U.S. Census Bureau media releases.
- d. Generate opportunities and messages (including non-English) for the members of Commissioners Court to discuss the census on local programming (radio and television) and through digital media.
- e. Ensure messaging and resources are developed and provided for persons with disabilities to participate in the census.
- f. Coordinate with the U.S. Census Bureau to verify and ensure appropriate placement of media and advertising campaign material via mass distribution at festivals, large community events, and sporting events.
- g. Implement County's census campaign through media, digital media, and other outreach/marketing practices.
- h. Generate collaborative partnerships with media, including local non-English media sources, to promote Dallas County's census campaign.
- i. Work with the County/City to identify and implement census outreach opportunities and strategies,
- j. Develop and provide for distribution media resources (flyers, posters, booths, etc.) including use of U.S. Census Bureau materials for public spaces, local community events, and block walks,
- k. Provide staffing as needed for census events and activities,
- l. Provide training models and trainers on census message delivery and outreach for county employees, and community volunteers who will be working community events and canvassing,
- m. Assist in developing the blueprint for cities to follow, the planning, and marketing of Countywide weekend online Census participation events to engage residents of hard to count areas. Additionally, provide incentive strategies for participation in these events.
- n. Assess and develop areas of opportunity for additional outreach efforts to address hard to count populations who have not yet responded to the census
- o. Create and maintain a calendar of events, trainings, and outreach identified in each city, to disseminate to the County, and area cities.

Task 4 – Community-based engagement – This work under this task will result in the successful recruitment, training, and participation of local community-based organizations, non-profits, and service providers to convince all residents to complete the census forms within the time required by the U.S. Census Bureau. This work will prioritize engagement with hard-and hardest-to-count communities. Actions should follow and coordinate with the strategies developed under Task 1. The vendor shall:

- a. Identify existing partnerships already developed by the City of Dallas, other cities in Dallas County, and the Census Bureau, and serve as conduit for coordination so as not to duplicate efforts.
- b. Implement best practices on community engagement that can be utilized by volunteer members of the City of Dallas Complete Count Committee and the County,
- c. Provide strategic insight to identify relationship-building opportunities at the community and local level that promote the census,
- d. Collaborate with the CCC and other organizations to identify target-audience community volunteers for census activities,
- e. Create or manage a web-based information system/platform for community-based organizations, non-profits, service providers and governmental entity to exchange information, data, and tasks including use of data tools and warehouse in Task 2.

- f. Recruit volunteers, paid canvasser, manage field operations and host trainings on census outreach (See Task 3),
- g. Manage communications, community, and grassroots engagement activities in targeted communities based on information from Task 2 - Census Data and other data inputs,
- h. Assist in coordinating and hosting events in local areas to promote the census,
- i. Participate in scheduled community activities to rally support for the Census.
- j. Organize door-to-door block walks and canvassing in hard and hardest-to-count communities.
- k. Work with local organizations serving the homeless by contributing to the planning of the homeless count.

Cross-cutting work requirements for all Four Tasks

- a. The vendor will be required to work closely and coordinate with the City of Dallas and other interested stake holders. This includes sharing data, tools, and other materials to effectively deploy census outreach resources throughout the region. Data collected and all reports generated through this effort will be considered public information.
- b. The vendor will be required to perform monitoring and evaluation of their activities, both to improve the County's census campaign for the 2020 Census, and to provide lessons learned for the County, the City of Dallas, and cities across the county for future census outreach campaigns. This may include:: trainings and presentations sharing best practices and findings that support future civic engagement.
- c. Efforts; planning for future Census work; written final evaluation/assessment of project and set of best practice recommendations for future Census and similar efforts; a set of tools, templates, other materials that can be shared with future Census planners and advocacy organizations; and suggestions on engagement plans to ensure hard-to-count communities are included in efforts similar to Census efforts, such as redistricting.

The selected vendor(s) shall provide a timeline by each task and deliverable described in the scope of work for which they are proposing services and include in Section II of vendor's response to this RFP. Note that the identification of target populations by the Task 2, vendor should be accomplished as soon as practical from contract execution. Census outreach activities for all vendors should continue until June 30, 2020 as the U.S. Census non-response follow-up is in operation. Successful vendors shall perform evaluation requirements, as described above, due to the County by August 30, 2020.

PRICING/DELIVERY INFORMATION

PRICING

Vendor must complete the open lines provided below. Proposals must delineate fixed prices. The task price shall be all inclusive of expenses; travel, insurance, scheduling, support and report preparation, and other costs/expenses associated with requirements listed in this RFP.

If there is no space to provide the following information, on a separate page provide an itemized budget by each task as described in the scope of work and that the vendor is applying and a detailed explanation for all costs associated with providing the requested services. The additional pricing information must adhere to the cost breakdown below. Please note, if the required items are not completed, the proposal may be considered non-responsive and may not be considered for an award.

<u>Item No.</u>	<u>Description</u>	<u>UOM</u>	<u>Total Price</u>
A	Task 1 – Census Campaign Strategy Management and Oversight	Lump Sum	\$ _____
B	Task 2 – Census Data – Analysis, Mapping, and Reporting	Lump Sum	\$ _____
C	Task 3 – Census Messaging and Marketing	Lump Sum	\$ _____
D	Task 4 – Community-based engagement	Lump Sum	\$ _____
Grand Total			\$ _____

DRAFT

XVI

Other Requirements, Terms, Conditions, Insurances

A. INCORPORATION OF REQUEST FOR QUALIFICATION INTO THE CONTRACT

The contents of this RFP, and the selected Respondent's Proposal, cost, exhibits, and negotiated changes and any other attachments will be incorporated, in entirety, into the future formal Contract Agreement. The 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.

B. The Contract 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 The Contract Agreement. The Contract 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 Contractor and County with formal approval by the Dallas County Commissioners Court.

C. The 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

D. **Selection of Multiple or Subsequent Vendors.** In accordance with Dallas County policies and procedures, if agreement cannot be reached with the most highly qualified provider, the County shall formally end negotiations, and may select the next most qualified provider and attempt to negotiate a contract with that provider at a fair and reasonable price. This process shall continue until a contract is entered into with the most qualified provider or the County, in its sole determination, determines that it is not in the County's best interest to continue such process. The County reserves the right to select multiple vendors to facilitate the aforementioned agreement. Respondent agrees that any Contract resulting from this RFP and award will be the formal requirements contract between Respondent and County.

E. **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

FAIR LABOR STANDARDS

F. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY, DALLAS COUNTY COMMISSIONER COURT, ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES "HEREIN AFTER REFERRED TO AS (COUNTY)". 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 LIABLES.

G. **Proposal Preparation Cost.** The costs for developing proposals are entirely the responsibility of the Proposal Firm and shall not be charged to the County of Dallas.

- H. **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.
- I. **Compliance with Laws and Venue Jurisdiction:** In providing Services required by the contract, Contractor 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 .
- The contract shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas.
- J. **Proposal Obligation.** The contents of the proposal and any clarification of it submitted by the selected Firm may become part of the contractual obligation and incorporated by reference into the ensuing contract.
- K. **Implied Requirements.** Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Proposal Firm, shall be included in the proposal.
- L. **Withdrawal of Proposal.** The Proposal Firm may withdraw their proposal by submitting a written request for its withdrawal over the signature of an authorized individual, to the Purchasing Agent anytime prior to the submission deadline. The Proposal Firm may thereafter, prior to the deadline, submit a new proposal. Modifications offered in any manner, oral, or written, will not be considered if submitted after the deadline.
- M. **Fiscal Funding.** Any agreement resulting from this RFP 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.
- N. **Term of Contract.** The initial term of the contract shall be TBD XXXXX beginning the date indicated in the contract, set forth in the executed contract agreement or as amended and approved in writing by the Dallas County Commissioners Court. Additionally, any work that has begun under the terms of this contract will need to be completed with Commissioner Court approval in the event of contract expiration. Upon expiration of the contract, the vendor affirms to hold contractual agreement for such a time as 120 days in order for Dallas County to renew, and or resolicit the contract.
- O. **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 services stated in RFP. Contractor shall maintain these licenses and permits in effect for the duration of the contract agreement. Respondent/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 the contract agreement.
- P. **Non-Performance.** Non-performance of the contract in terms of specification or non-compliance with terms of the Contract shall be basis for termination of the Contract by the County. Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under the Contract, by giving thirty (30) days written notice to contracted firm with the understanding that all work being performed under the Contract shall cease upon the date specified in such notice. Obligation of the County to pay for work, professional services, professional opinion, equipment, services or supplies is conditioned upon strict compliance of each, every and all terms and conditions of the RFP, including but not limited to the Contract. County will not pay for work, professional services, professional opinion, equipment, services or supplies rendered or furnished which are not in strict compliance with the terms of the RFP, including but not

limited to the Contract and all other exhibits attached thereto and response to the RFP. Firm may be given a reasonable opportunity prior to termination to correct any deficiency. This, however, shall in no way be construed as negating the basis for termination for non-performance.

- Q. **Collusion.** The selected Firm will be required to provide an affidavit that he/she has not conspired with other potential Firms in any manner to attempt to control competitive solicitation for these services. This paragraph does not, however, preclude two or more Firms from presenting a combined or joint RFP.
- R. **Subsequent Negotiations.** If the County is unsuccessful in reaching a “fair and reasonable price” for any individual Work Order, the County reserves the right to request proposals from the second and subsequent “most qualified” firm.
- S. **No Guarantee of Work.** Work Orders will be issued at the sole discretion of the County. There may be no Work Orders issued under this or any subsequent Contract. There is no limit on the number of Work Orders that may be issued. There is no guarantee of the issuance of any Work Order(s) or any amount of work under this contract.
- T. **Contractual Development.** An Base Contract subject to negotiation of Work Order(s) will be executed with the selected Firm(s).
- U. **Twelve-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.
- V. **Voluntary Moratorium on Campaign Contributions During RFP Process.** Parties interested in responding to a County solicitation shall be encouraged to sign a statement (see attached) indicating that they will be willing to temporarily refrain from making any donation to any Dallas County elected official or candidate for office whose office (or potential office) has any involvement in the selection process for the associated contract during the pendency of the RFP through thirty days after the contract is awarded.
- W. **Federal Debarred Vendors.** No products and/or services utilizing Federal funds may be procured from vendors that are listed on 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.
- X. **Nepotism.** No person who (1) 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) 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.
- Y. **Communications Paragraph / Restrictive.** During the proposal process, firms shall not contact County staff. Additionally, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact outside the County offices with County employees, including elected officials. Such contact may result in the vendor being disqualified. All contact must be coordinated through Charles Price, Purchasing Director, for this procurement.

- Z. Company State Filing. 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.

XII.

RESPONSIBILITY FOR WORK

Approval by the County shall not constitute nor be deemed a release of the responsibility and/or liability of the Firm, its employees, subcontractors, agents and consultants, either individually, jointly or any combination thereof, for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the designs, working drawings, and/or specification or other documents prepared by Consultant, its employees, subcontractors, agents and consultants, either individually, jointly or any combination thereof.

XIII.

INSURANCE

Proposer/Contractor at its sole cost and expense shall, at all times during the term of the Contract and extended terms thereof if any, provide and maintain the following types of insurance protecting the interest of the County and the Contractor with limits of liability not less than those specified below.

A. Insurance.

Workers Compensation Insurance. 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 unless such employees are afforded protection by Contractor. Contractor shall bear the burden of all workers compensation coverage for all of its subcontractors and the subcontractors' employees who do not have workers' compensation coverage. 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.

Types of Coverage

Workers' Compensation

Limits of Liability

Statutory

Employer's Liability

Bodily injury by Accident	\$500,000.00 Each Accident
Bodily injury by Disease	\$500,000.00 Each Employee

1. Bodily injury by Disease \$500,000.00 Policy Limit.
2. **Commercial General Liability.** 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 Consultants; (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)..

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County.

3. **Comprehensive Automobile Liability.** Contractor shall maintain Automobile Liability Insurance with a limit Five Hundred Thousand and 00/100 Dollars (\$500,000.00) each person and One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) each accident for bodily injury and Five Hundred Thousand and 00/100 Dollars (\$500,000.00) each occurrence for property damage for a combined single limit for bodily injury and property damage liability of not less than Two Million and 00/100 Dollars (\$2,000,000.00). The policy shall include coverage for bodily injury and broad form property damage, with respect to the Contractor's owned, hired, and non-owned vehicles assigned or used in performance of the contract

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County.

4. **Professional Liability – Insurance Requirements.** Errors or Omission/Professional Liability: With respect to any damage caused by an error, omission or any negligent acts of the Contractor under the contract the Contractor shall carry not less than One Million 00/100 (\$1,000,000.00) per occurrence or claim for any wrongful act. "Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the contract for duration of 5 years. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 5 years following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the contract. If continuous "claims made" coverage is used, Contractor shall be required to coverage in effect for duration of not less than 5 years from the end of the contract..

- B. **Certificates of Insurance.** Before commencing with the Contract, the contractor shall deliver to the County of Dallas, Texas, Certificates of Insurance satisfactory to the County, or, as and when the County may direct, copies of the actual insurance policies, to the County at the address as shown below:

Dallas County
Purchasing Department

from each insurance company evidencing that insurance as required by paragraph (A)(Insurance), and all subparagraphs to (A) above, is in force, stating policy numbers, dates of expiration, and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to County shall be in form and content acceptable to County.

- C. Approval of Forms and Companies. All insurance described in this Solicitation and/or the Contract shall be written by an insurance company or companies satisfactory to County and licensed to do business in the State of Texas and shall be in a form and content satisfactory to the County. No party subject to the provisions of this Solicitation or Contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. Except as may otherwise specifically be provided in the Contract to the contrary, all policies of insurance which are in any way related to the work required by this Solicitation, the Contract, inclusive of any Work Order, shall be endorsed waiving the issuing insurance company's right of recovery against the County of Dallas, Texas, whether by way of subrogation or otherwise. All insurance should be provided by insurance companies with a Best's rating of B+ or better.
- D. Additional Insured Endorsement. The policy or policies providing commercial general liability, automobile liability and as required above, shall be endorsed to name the County of Dallas, Texas, County Judge, County Commissioners, elected officials, department heads, other officials, employees, and/or assigns as additional insured as respects operations performed by or on behalf of the Proposer/Contractor in performance of this Solicitation or Contract, inclusive of any Work Order. Such policy shall contain an endorsement that the "other insurance" clause shall not apply to Dallas County, Texas, its County Judge, County Commissioners, elected officials, department heads, other officials, employees, and/or assigns.
- E. Notice of Cancellation or Material Change. Policies and/or certificates shall specifically provide a thirty (30) day notice by US Mail / Certified Mail / Return Receipt Requested of cancellation, non-renewal, or material change to be sent to the County at the address shown above.
- F. Subcontractors. If any part of the work is sublet, the Contractor shall require any and all subcontractors performing work under this contract to carry insurance of the types and within limits of liability as the Contractor shall deem appropriate and adequate. In the event a subcontractor is unable to furnish adequate insurance required under the contract, the Contractor shall endorse the subcontractor as an Additional Insured. The Contractor shall obtain and furnish the County Certificates of Insurance evidencing subcontractors' insurance coverage.
- G. Multiples Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess or umbrella liability policies. In no event shall the total limit of liability for any one occurrence or accident be less than the amount shown above.
- H. Cost and Deductibles. Companies issuing the insurance policies and the Contractor shall have no recourse against the County for payment of any premiums or assessment for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Proposer/Contractor.
- I. Survival. Notwithstanding any other provision contained herein, in any agreement, contract, work order or other agreement, the provisions contained in the INSURANCE section shall survive the termination of this RFP, or any contract, agreement, work order or any other agreement.

XIV.

INDEMNIFICATION

Proposer shall indemnify and hold County harmless as provided herein and in the Contract, attached hereto and incorporated by reference as if fully reproduced herein, word for word. Such indemnification shall include, agreed language at the time of contracting but not be limited to the following.

INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, DALLAS COUNTY COMMISSIONERS COURT, ELECTED OFFICIALS, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (HEREINAFTER REFERRED TO AS COUNTY, INDEMNITIES OR OWNER, 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, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, DALLAS COUNTY COMMISSIONERS COURT, ELECTED OFFICIALS, 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 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 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: CONTRACTOR ACKNOWLEDGES AND AGREES THAT DALLAS 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 THE CONTRACT.

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

- A. Without in any way limiting or restricting the indemnification and defense agreement stated above, Proposer/Contractor agrees that it is the intention of the parties hereto that Proposer/Contractor and its insurers bear the entire risk or loss or injury to any of Proposer/Contractor's employees, "borrowed servants", agents, representatives, subcontractors, vendors, materialmen, or any other person present on the premises or performing any other act or service on Proposer/Contractor's behalf or at its request without seeking any contribution therefor from any indemnities or its insurers.
- B. Notwithstanding any other provision contained herein, in any agreement, contract, work order or other agreement, the provisions contained in this INDEMNIFICATION section shall survive the termination of this RFP, or any contract, agreement, work order or any other agreement.

MANDATORY DOCUMENTS

All Forms Proceeding this page are Mandatory with Proposal Submittal



GOOD FAITH EFFORT PLAN

THE GOOD FAITH EFFORT PLAN IS REVIEWED BY THE DALLAS COUNTY OFFICE OF SMALL BUSINESS ENTERPRISE. THE SBE DIRECTOR OR DESIGNEE WILL EVALUATE THE "GOOD FAITH EFFORTS" OF A FIRM. THE GOOD FAITH EFFORT MUST BE APPROVED BY THE OFFICE OF SMALL BUSINESS OF ENTERPRISE PRIOR TO AWARD.

NAME OF
PROJECT: _____

SECTION A – PRIME CONTRACTOR INFORMATION

NAME OF
FIRM: _____

ADDRESS: _____

CITY STATE ZIP
: : :

CONTACT PHONE:
PERSON: _____

EMAIL FAX:
ADDRESS: _____

IS YOUR FIRM NO YES CERTIFICATION
CERTIFIED: _____ NUMBER: _____

TYPE OF SB MBE WBE AAB HUB DB
CERTIFICATION: E _____ E _____ E _____

1. LIST **ALL** FIRMS TO BE UTILIZED ON THIS PROJECT/CONTRACT.

	SUBCONTRACTORS/SUPPLIERS	SCOPE OF WORK/SUPPLIES TO BE PERFORMED/PROVIDED BY THE FIRM	ESTIMATED CONTRACT AMOUNT ALLOCATED TO THE FIRM	IF FIRM IS CERTIFIED, LIST CERTIFICATION NUMBER <u>AND</u> ATTACH A COPY OF THE CERTIFICATION AFFIDAVIT
1.	NAME: ADDRESS:			
2.	NAME: ADDRESS:			
3.	NAME: ADDRESS:			
4.	NAME: ADDRESS:			
5.	NAME: ADDRESS:			

6.	NAME:			
	ADDRESS:			

SECTION B – SBE COMMITMENTS

THE SMALL BUSINESS ENTERPRISE (SBE) ASPIRATIONAL GOAL FOR THIS PROJECT IS 40%

1. THE UNDERSIGNED CONTRACTOR HAS SATISFIED THE REQUIREMENTS OF THE BID SPECIFICATIONS IN THE FOLLOWING MANNER (PLEASE CHECK THE APPROPRIATE SPACE):

_____ THE CONTRACTOR IS COMMITTED TO A MINIMUM OF 40 % SBE UTILIZATION ON THIS CONTRACT

_____ THE CONTRACTOR (IF UNABLE TO MEETING THE SBE GOAL OF 40 %) IS COMMITTED TO A MINIMUM
_____ % SBE
_____ UTILIZATION ON THIS CONTACT

MANDATORY PAYMENT REPORTING

DURING THE TERM OF THE CONTRACT, THE CONTRACTOR MUST REPORT THE ACTUAL PAYMENTS TO ALL THE SBE SUBCONTRACTORS ON A MONTHLY BASIS IN THE SPECIFIED TIME INTERVALS AND FORMAT PRESCRIBED BY DALLAS COUNTY. ANY UNJUSTIFIED FAILURE TO COMPLY WITH THE LEVELS OF SBE PARTICIPATION IDENTIFIED IN THE BID AND AFFIRMED IN THE GOOD FAITH EFFORT PLAN SHALL BE CONSIDERED A MATERIAL BREACH OF CONTRACT. DALLAS COUNTY RESERVES THE RIGHT, AT ANY TIME DURING THE TERM OF THE CONTRACT TO REQUEST ADDITIONAL INFORMATION, DOCUMENTATION OR VERIFICATION OF PAYMENTS MADE TO ALL SUBCONTRACTORS IN CONNECTION WITH THE CONTRACT. VERIFICATION OF AMOUNT BEING REPORTED MAY TAKE THE FORM OF REQUESTING COPIES OF CANCELED CHECKS PAID TO THE SBE PARTICIPANTS AND/OR CONFIRMATION INQUIRIES DIRECTLY TO SBE PARTICIPANTS. PROOF OF PAYMENTS, SUCH AS COPIES OF CANCELED CHECKS MUST PROPERLY IDENTIFY THE PROJECT NAME OR PROJECT NUMBER TO SUBSTANTIATE SBE PAYMENTS FOR THIS PROJECT.

2. NAME AND PHONE NUMBER OF PERSON APPOINTED TO COORDINATE AND ADMINISTER THE SBE REQUIREMENTS ON THIS PROJECT

NAME: _____

TITLE: _____

DIRECT PHONE: _____ EMAIL: _____

➡ IF THE SBE GOAL WAS MET, PROCEED TO GOOD FAITH EFFORT AFFIRMATION FOUND ON PAGE 4

➡ IF THE SBE GOAL WAS NOT MET, PROCEED TO SECTION C – DOCUMENTATION OF GOOD FAITH EFFORTS FOUND ON PAGE

3. SECTION C – DOCUMENTATION OF GOOD FAITH EFFORTS *(TO BE FILLED OUT ONLY IF SBE ASPIRATIONAL GOAL WAS NOT ACHIEVED.)*

1. LIST ALL FIRMS CONTACTED WITH SUBCONTRACTING/SUPPLY OPPORTUNITIES FOR THIS PROJECT THAT WILL NOT BE UTILIZED FOR THE CONTRACT BY CHOICE OF THE CONTRACTOR, SUBCONTRACTOR, AND/OR SUPPLIER. WRITTEN NOTICES TO FIRMS CONTACTED BY THE CONTRACTOR FOR SPECIFIC SCOPES OF WORK IDENTIFIED FOR SUBCONTRACTING/SUPPLY OPPORTUNITIES MUST BE PROVIDED TO SUBCONTRACTOR/SUPPLIERS NOT LESS THAN FIVE (5) BUSINESS DAYS PRIOR TO BID/PROPOSAL DUE DATE. THE FOLLOWING INFORMATION IS REQUIRED FOR ALL FIRMS WHAT WERE CONTACTED OF SUBCONTRACTING/SUPPLY OPPORTUNITIES. MAY USE ADDITIONAL SHEETS IF NEEDED.

	NAME & ADDRESS OF SUBCONTRACTOR(S)/SUPPLIER(S)	SCOPE OF WORK/SUPPLIES TO BE PERFORMED/PROVIDED BY THE FIRM	IS FIRM SBE OR M/WBE CERTIFIED?	DATE OF WRITTEN NOTICE SENT & METHOD USED (FAX, LETTER, EMAIL, ETC.)	REASON AGREEMENT NOT REACHED
1.	NAME: ADDRESS:			DATE: METHOD:	
2	NAME: ADDRESS:			DATE: METHOD:	
3.	NAME: ADDRESS:			DATE: METHOD:	
4.	NAME: ADDRESS:			DATE: METHOD:	
5.	NAME: ADDRESS:			DATE: METHOD:	

IN ORDER TO VERIFY A CONTRACTOR'S GOOD FAITH EFFORTS, PLEASE PROVIDE COPIES OF ALL WRITTEN NOTICES TO ALL FIRMS OF CONTACTED BY THE CONTRACTOR FOR SPECIFIC SCOPES OF WORK IDENTIFIED IN RELATIONS TO THE SUBCONTRACTING/SUPPLY OPPORTUNITIES IN THE ABOVE NAMED PROJECT. COPIES OF SAID NOTICES MUST BE PROVIDED TO DALLAS COUNTY'S OFFICE OF SMALL BUSINESS ENTERPRISE WITHIN FIVE (5) BUSINESS DAYS AFTER THE BID/PROPOSAL IS DUE. SUCH NOTICES SHALL INCLUDE INFORMATION ON THE SCOPE OF WORK TO BE PERFORMED AND/OR SUPPLIES TO BE PROVIDED.

2. DID YOU ATTEND THE PRE-PROPOSAL CONFERENCE SCHEDULED FOR THIS PROJECT? YES _____ NO _____
3. LIST ALL LISTINGS, DIRECTORIES, CONTRACTOR ASSOCIATIONS, AND/OR ANY OTHER ASSOCIATIONS UTILIZED TO SOLICIT SBE SUBCONTRACTOR/SUPPLIERS.

NAME	CONTACT PERSON	PHONE
		()
		()
		()
		()

4. DISCUSS EFFORTS MADE TO DEFINE ADDITIONAL ELEMENTS OF THE WORK PROPOSED TO BE PERFORMED BY SBES IN ORDER TO INCREASE THE LIKELIHOOD OF ACHIEVING THE GOAL.

5. INDICATE ADVERTISEMENTS MEDIUMS USED FOR SOLICITING BIDS FROM SBES (PLEASE ATTACH A COPY OF THE ADVERTISEMENTS).



GOOD FAITH EFFORT

AFFIRMATION

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I FURTHER UNDERSTAND AND AGREE THAT THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT/AGREEMENT.

NAME OF AUTHORIZED
OFFICIAL: _____

TITLE: _____

SIGNATURE: _____ DATE: _____
RE: _____

FOR USE ONLY BY THE OFFICE OF SMALL BUSINESS ENTERPRISE

GOOD FAITH EFFORT RECOMMENDATION:

APPROVED: _____ NOT
APPROVED: _____ DATE: _____

SBE
DIRECTOR: _____



TEXAS GOVERNMENT CODE CHAPTER 2270 VERIFICATION FORM

I, _____ (Person name), the
undersigned representative of (Company or Business name)

_____ (hereafter referred to as "company") **being an adult over the
age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract between company and-Dallas County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature

Printed Name

Title

Date

AFFIX NOTARY STAMP / SEAL ABOVE

I swear, or affirm, under penalty of perjury, that the
above disclosure is true and correct.

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said _____, this the
_____ day of _____, 20 _____, to certify which, witness my
hand and seal of office.

Signature of officer
administering oath

Printed name of officer
administering oath

Title of officer
administering oath



TEXAS GOVERNMENT CODE CHAPTER 2252 CERTIFICATION FORM

I,

_____(Person name), the undersigned representative of (Company or Business name)

_____(hereafter referred to as "company")
being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2252:

IS NOT listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, 807.051 or Section 2253.153; and

Will not be listed during the term of the contract between company and-Dallas County, Texas.

Pursuant to Section 2252..152 and 2252.153, Texas Government Code:

Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or [2252.153](#).

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Signature

Printed Name

Title

Date

AFFIX NOTARY STAMP / SEAL ABOVE

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said _____, this the

RFP 2019-XXX-XXX

PAGE 43

_____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer
administering oath

Printed name of officer
administering oath

Title of officer
administering oath

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY Date Received
1 Name of vendor who has a business relationship with local governmental entity. _____		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? <div style="display: flex; justify-content: space-around; margin-top: 5px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</div></div> <div style="margin-top: 20px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? <div style="display: flex; justify-content: space-around; margin-top: 5px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</div></div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. _____		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). _____		
7 _____ Signature of vendor doing business with the governmental entity <div style="text-align: right; margin-top: 10px;">_____ Date</div>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

ity.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted.

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

TITLE VI ASSURANCES/COMPLIANCE -- APPENDIX A

A. Assurances

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in 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 contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Representations and 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 there 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 who, based on race, religion, color, national origin, sex, age, or disability believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by Dallas County or its sub-recipients, consultants and contractors may bring forth a discrimination complaint under Title VI. Only complaints based on the complainant's protected status will be considered under Title VI. The complainant may file a signed, written complaint up to **180 calendar days** from the date of the alleged act of discrimination or the date the person(s) became aware of the alleged act(s) of discrimination. Complaints must be filed in writing, signed by the complainant and/or the complainant's representative, or filed in person with the Dallas County Title VI Coordinator at the following address:

Dallas County Human Resources
Dallas County Director of Human Resources and Title VI Coordinator
Renaissance Tower, Floor 23
1201 Elm St., Ste. 2300-B
Dallas, Texas 75270
(214) 653-7638 (phone)
(214) 653-7608 (fax)

A copy of the Dallas County Title VI Non Discrimination Plan and Documents, and complaint forms, may be obtained at: http://www.dallascounty.org/departments/HR/title_vi.php or at the physical address listed 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

1-888-848-5306

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, the 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

Updated Jan. 2018

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requestor's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.



VOLUNTARY MORATORIUM ON CAMPAIGN CONTRIBUTIONS

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

contract is awarded. We

hereby agree as stated;

Firm Name: _____

Signature and Title of Individual Authorized to Bind Company:

Title: _____

Print Name: _____

Date: _____

TAX FORM/DEBT/RESIDENCE CERTIFICATION

(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? ☐ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

- I. Property:** List all taxable property in Dallas County owned by you or above partnerships as well as any d/b/a names. (Use a second sheet of paper if necessary.)

Dallas County Tax Acct. No. _____ *

Property address or location **

_____	_____
_____	_____
_____	_____
_____	_____

* This is the property account identification number assigned by the Dallas County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

- II. Dallas County Debt** - Do you owe any debts to Dallas County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☐ No If yes, attach a separate page explaining the debt.

- III. Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Dallas County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a Resident Bidder of Texas as defined in Government

[Company Name]

Code §2252.001.

☐ I certify that _____ is a Nonresident Bidder as defined in
Government Code [Company Name]
§2252.001 and our principal place of business is _____.
[City and State]

FINANCIAL STATEMENT

Condition of vendor at close of business Month, _____, 2019

ASSETS

1.	Cash on hand	\$ _____	
	In Bank	\$ _____	
	Elsewhere	\$ _____	\$ _____
2.	Accounts receivable from completed contracts (Exclusive of claims not approved for payment)		_____
3.	Accounts receivable from other sources than above _____		_____
4.	Amounts earned on uncompleted contracts (Not included in Item 3) (Contract price on completed portion of uncompleted contracts less total cost of completed portion.)		_____
5.	Deposits for bids or other guarantees		_____
6.	Notes receivable		
	Past due	\$ _____	
	Due 90 days	\$ _____	
	Due Later	\$ _____	
7.	Interest earned		_____
8.	Real Estate		
	Business Property, Present value	\$ _____	
	Other property	\$ _____	_____
9.	Stocks and Bonds	\$ _____	
	Listed on exchange	\$ _____	
	Unlisted	\$ _____	_____
10.	Equipment, machinery, fixtures	\$ _____	
	Less Depreciation	\$ _____	_____
11.	Other Assets		_____
TOTAL ASSETS			\$ _____

LIABILITIES AND NET WORTH

1.	Notes Payable To banks regular	\$_____	
	(For certified check)	_____	
	Equip. Obligations	_____	
	Others	_____	\$_____
2.	Accounts Payable Current	\$_____	
	Past Due	_____	_____
3.	Real Estate Mortgages		_____
4.	Other Liabilities		_____
5.	Reserves		_____
6.	Capital Stock Paid up Common		_____
	Preferred	_____	_____
7.	Surplus		_____
	TOTAL LIABILITIES		\$_____

In addition, please include and annual reports covering the two (2) most recent fiscal years, or any other documents that will allow Dallas County to assess the financial viability of the vendor.

REFERENCES

Vendor should provide at least three (3) references for each Task. Please refer to page 15 of this RFP for additional instructions.

Reference #1

Organization Name: _____

Contact Name/ _____

Telephone No.: _____ Email Address: _____

Address: _____

Services provided: _____

Reference #2

Organization Name: _____

Contact Name/ _____

Telephone No.: _____ Email Address: _____

Address: _____

Services provided: _____

Reference #3

Organization Name: _____

Contact Name/ _____

Telephone No.: _____ Email Address: _____

Address: _____

Services provided: _____

Reference #4

Organization Name: _____

Contact Name/ _____

Telephone No.: _____ Email Address: _____

Address: _____

Services provided: _____

2020 Census Participation for Dallas County**QUESTIONNAIRE**

The questionnaire requests information about the vendor which will be utilized in the evaluation process. All vendors must complete the questionnaire and answer all questions. Answers should be as thorough and definitive as possible and include all pertinent data. The completed questionnaire should be included with the response and must be provided electronically in Microsoft Excel format on CD-ROM. Failure to do so may result in disqualification. Respond to each of the following with "yes"/"no" responses. Supplemental materials, additional pages, or requested lists providing additional information may be attached to further clarify answers. All documents should be submitted on 8 ½' x 11" page size. Failure to fully and truthfully disclose the information required may result in disqualification of vendor's response from consideration or termination of the resulting contract. (LITIGATION/COMPLAINTS DISCLOSURE - If "Yes," provide the name of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation on a separate page attached to vendor's response.)

GENERAL QUESTIONS		Yes	No	Response/Comments
1	Present Company Name			
2	Location of company headquarters			
3	Primary Dallas address			
4	Owner(s)			
5	Form of Business			
	Corporation			
	Partnership			
	Sole Proprietary			
6	Principal office location			
7	To be completed by Corporations			
	Date Incorporated			
	Under the laws of what state			
	Provide a COMPLETE list of officers			
	Executive Officer			
8	To be completed by Partnerships			
	Date formed			
	Is Partnership general, Limited, or associated?			
	Provide a COMPLETE list of members.			
	Provide a COMPLETE list of all local branch offices.			

	GENERAL QUESTIONS	Yes	No	Response/Comments
9	To be completed by all vendors. Minority/Women Business Enterprise (M/WBE) or Historically Underutilized Business (HUB)			
	Does responding vendor qualify as M/WBE?			
	Does responding vendor qualify as HUB?			
	Vendor must provide backup certifications of M/WBE or HUB verification.			
	Does vendor intend to utilize sub-contractor?			
	If so, does sub -contractor qualify as M/WBE?			
	If so, does sub -contractor qualify as HUB?			
	If neither the prime no sub-contractor qualify as a M/WBE or HUB, list the percentage of the company ownership in prime or sub-contractor by either minorities and/or women.			
	If neither of the prime nor sub-contractor qualify as a M/WBE or HUB, list the percentage of employees that are either minorities and/or women.			
10	Submitted by (name of person submitting questionnaire)			
11	Is your company presently in compliance with all City, State and Federal requirements with jurisdiction over your business?			
12	If your answer is "NO", what is the specific area of non-compliance and what do you anticipate as the outcome?			
13	How many years has your company been in existence in its current business form and operating under the same name? Include written evidence.			

14	Has company conducted business with Dallas County in the last twenty-four (24) months? If yes, provide details.			
	GENERAL QUESTIONS	Yes	No	Response/Comments
15	Does your company understand that due to processing procedures for Dallas County, there may be up to a forty-five (45) day delay from the date the is received by the using department and the Dallas County's Auditor's Office before payment is available and that no consideration for special handling will be made?			
16	Provide the name of the representative to be assigned to handling all Dallas County needs, facilitating communication and ensuring quality of services.			
	Telephone Number (must be a local or toll free)			
	After hours contact information			
	Fax number (must be local or toll free)			
	Email address			
17	Vendor may subcontract parts of the services awarded on this contract to another firm but must first acquire Dallas County approval prior to subcontracting. Awarded vendor will be repsonisble for maintaining all insurance requirements for any/all subcontractors. Identify if vendor plans to subcontract any portion of this solicitation, what parts will be suncontracted, and the suncontractor expected to provide the services. If yes, the vendor shall be required to obtain a payment bond. The County will provide the bond documents to be executed.			
18	If your company does not have an office in Dallas , please explain how your company will provide services should Dallas County decide to award to your company?			

LITIGATION AND/OR COMPLAINTS DISCLOSURE				
19	Has vendor or any senior level executive ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years? Is the vendor's company or any of its officers, director, partners or principals now under indictment, court order or investigation?			
	LITIGATION AND/OR COMPLAINTS DISCLOSURE	Yes	No	Response/Comments
20	Has vendor or any senior level executive to be assigned to this project been terminated (for cause or otherwise) from any work being performed for the Dallas Health System or any other federal, state or local government, or private entity?			
21	Has vendor or any senior level executive to be assigned to this project been involved in any claim or litigation with the Dallas Health System or any other federal, state or local government, or private entity during the last ten (10) years?			
22	Describe any litigation against vendor's company in the past five (5) years including any settled or dismissed matters. Is vendor's company under investigation or subject to any regulatory action by either a state or federal agency? If yes, explain.			
23	Has vendor had any complaints filed with the Better Business Bureau (BBB) for failure to perform in accordance with agreements.			
24	Is vendor's company currently involved in any active/pending civil matters? If yes, explain			
<p>QUESTIONNAIRE WILL NOT BE CONSIDERED WITHOUT NOTARY SECTION COMPLETED AND RETURNED.</p> <p>State of: _____</p>				

County of: _____

_____ being duly sworn, deposes and says that he
is _____ of

(Name)

(Title)

_____ and that the answers to the foregoing questions on the
attached forms and all

(Company)

statements therein are true and correct: that the experience record and the schedule of services are made a part
of this affidavit as though written in full herein, and all statements and questions given in the above-mentioned
experience record and schedule of services are true and correct.

Signed: _____

Sworn to before me this _____ day of _____ A.D. 20_____

NOTARY PUBLIC _____

My commission expires: _____