



RFQ/RFP No. 2015-018-6472

Two-Step Process

**Request for Qualifications (RFQ)
Request for Proposals (RFP)**

**Design / Build Service
For
Automotive Repair and Maintenance Service Center**

Pre-Submittal / Proposal Conference

**February 04, 2015 @ 10:00 a.m. (CT)
Dallas County Purchasing Department
Dallas County Records Building
509 Main Street, 6th Floor, Room 623
Dallas, Texas 75202**

Submittal Location and Time

**Proposal Due Date:
February 19, 2015 @ 2:00 p.m. (CT)
Dallas County Purchasing Department
Dallas County Records Building
509 Main Street, 6th Floor, Room 623
Dallas, Texas 75202**

NOTICE TO ALL RESPONDENTS:

During the RFQ/RFP 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 Gloria McCulloch, Interim Purchasing Agent, for this procurement.

All questions regarding this RFQ/RFP are to be submitted in writing to Gloria McCulloch, Interim Purchasing Agent with the Dallas County Purchasing Department via e-mail Gloria.McCulloch@dallascounty.org, fax to 214-653-7449 or mail to Dallas County Purchasing, 509 Main Street, 6th Floor, Room 623, Dallas, Texas 75202. Please reference the RFQ/RFP number on all correspondence to Dallas County.

All questions, comments and requests for clarification must reference the RFQ/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 addendums and/or any other correspondence (general information, question and responses) to this RFQ/RFP will be made available exclusively through the Dallas County website for retrieval. Respondents are solely responsible for frequently checking this website for updates to this RFQ/RFP. Addendums to this RFQ/RFP can be located at the following web address:

<http://www.dallascounty.org/department/purchasing/currentbids.php> (go to the appropriate RFQ/RFP #, click on the appropriate hyperlink for viewing and/or downloading.)

1.0 INTRODUCTION

Dallas County is seeking qualifications and proposals from design-build firm for the design and construction of the Automotive Maintenance and Repair Service Center. This project is being initiated pursuant to Subchapter G (Building Using Design-Build Method), of the Texas Local Government Code. The process set forth in Chapter 2267 Subchapter G requires that interested Respondent first submit qualifications without any cost information "Statement of Qualifications Submission" (Step 1). Based on its evaluation of the qualifications submissions the County may select finalists to deliver full proposals for the Project "Proposal" (Step 2).

"Design-build" is a project delivery method by which a governmental entity (Dallas County) contracts with a single entity to provide both design and construction services for the construction, rehabilitation, alteration, or repair of a facility. In using that method, the Dallas County shall enter into a single contract with a design-build firm for the design and construction of the building or associated structure.

Please note that all Statement of Qualifications Submission and Proposals must be received in the Dallas County Purchasing Department, 509 Main Street, 6th Floor, Room 623, Dallas, Texas by the deadline indicated below. Statement of Qualifications Submission and Proposals received after the required deadline will be returned unopened and considered void and unaccepted.

As required by Section 2267 of Texas Local Government Code, Dallas County has established a total budget for the design and construction of this project of \$2,000,000.00.

Dallas County has retained and designated Moody-Nolan/VAI (subject to change) as the independent architect or engineer consultant representative for the duration of the project in accordance to Section 2267.305.

2.0 DEFINITIONS

Request for Proposal (RFP): A document requesting an offer from vendors, which allows for negotiations after a proposal has been received and before award of the contract for goods and services procured in compliance with TEX. LOC. GOV'T CODE ANN., sections 262.0295 and 262.030.

Request for Qualifications (RFQ): A document that requests details about the qualifications of professionals whose services must be obtained in compliance with the Professional Services Procurement Act. Also known as Statement of Qualifications.

Costing Methodology: Respondent's policies on subcontractor markup, definition of general conditions, range of cost for general conditions, policies on retainage, policies on contingencies, discount for prompt payment, and expected staffing for administrative duties. The term does not include a guaranteed maximum price or bid for overall design or construction.

Design-Build Contract: A single contract with a design-build firm for the complete design and construction of building or associated structure.

Designer: The Architectural/Engineering firm or team having the responsibility to prepare the Construction Documents for the Project working either under contract with the Design-Builder or as an in-house entity of the Design-Builder. This entity, and its sub-consultants, must be licensed professionals in the State of Texas.

Design-Build Firm: under 2267 Subchapter G of the Texas Government Code, as amended, must be a sole proprietorship, a partnership, corporation, or other legal entity or team that includes an engineer or architect and a construction contractor.

Guaranteed Maximum Price” or “GMP” means the amount proposed by the Design/Build Contractor and accepted by the Owner as the maximum cost to the Owner for construction of the Work in accordance with the Contract Documents. The GMP includes Design/Build Contractor’s Construction Phase Fee, the General Conditions Costs, the Cost of the Work, Design/Build Contractor’s Construction Contingency amount, and the Owner’s Construction Contingency amount and Owner’s Special Cash Allowance.

Project Team: The Project team is the firm or group of firms consisting of the Design Build Firm, the Designer, and Sub-Contractors.

Owner: Dallas County

Work: The provision of all services, labor, materials, supplies, and equipment which are required or reasonably inferable to complete the Project in strict accordance with the requirements of the Contract Documents. Work includes, but is not limited to, the Pre-Construction Phase Services, Design Services, the GMP proposal, the Construction Phase Services, and any Additional Services and other services required. The term “reasonably inferable” takes into consideration the understanding of the parties that not every detail will be shown on the Drawings and included in the Specifications.

3.0 PRE-SUBMITTAL/PROPOSAL CONFERENCE

A Pre-Submittal/Proposal Conference will be held at 10:00 a.m. on February 04, 2015, Dallas County Purchasing Department, Records Building, 509 Main Street, 6th Floor, Room 623, Dallas, Texas. Attendance at the Pre-Submittal/Proposal Conference (conference) is voluntary and highly recommended, but is not mandatory.

The purpose of the conference is to provide information regarding the County’s solicitation process and to address any questions and concerns regarding the services sought by the County through this RFQ/RFP.

All verbal responses to questions at the conference are non-binding to the County, only responses to written questions that are responded to by the Dallas County Purchasing Department in written communications will be official. Oral instructions or information concerning the RFQ/RFP given by Dallas County staff or personnel will not bind Dallas County and should not be considered authoritative when assembling responses.

All questions and inquiries regarding the RFQ/RFP must be submitted in writing to Gloria McCulloch, Interim Purchasing Agent, by mail, fax or via email. The deadline for all questions or inquiries is due on or before February 09, 2015, 12:00 noon.

Mailing Address: 509 Main Street, 6th Floor, Room 623, Dallas, Texas 75202
Fax: 214.653.7449
Email Gloria.McCulloch@dallascounty.org

Questions from all respondents shall be answered with the responses made available exclusively through the Dallas County website for retrieval. Respondents are solely responsible for frequently checking this website for updates to this RFQ/RFP.

All questions and answers will be posted and made available exclusively on the Dallas County Purchasing Department’s website:

<http://www.dallascounty.org/departments/purchasing/currentbids.php>

Respondents are solely responsible for frequently checking this website for updates and changes to this RFQ/RFP.

Please reference the RFQ/RFP Solicitation Number, Company Name, Representative Name and e-mail address on all written communication and correspondence to Dallas County.

4.0 ADMINISTRATIVE INFORMATION

4.1 INCORPORATION OF PROPOSAL INTO THE CONTRACT

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

4.2 COUNTY PROCUREMENT COORDINATOR

The point of contact for this RFP shall be:

Gloria McCulloch, Interim Purchasing Agent
Dallas County Purchasing Department
Records Building
509 Main Street, 6th Floor, Room 623
Dallas, Texas 75202
214 653-7433 (office)
214 653-7449 (fax)
Gloria.McCulloch@dallascounty.org

The point of contact shall hereinafter be referred to as the County Procurement Coordinator.

4.3 COMMUNICATIONS REGARDING THE RFQ/RFP

- 4.3.1 Upon release of this RFQ/RFP and during the entire process, lobbyists, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact any Evaluators, Evaluation Committee Member, County Employees, Department Heads, County Judge or Commissioners, Elected Officials or its Consultants for meeting, conferences, or discussions that are specifically related to this RFQ/RFP.

Unauthorized contact with Evaluators, Evaluation Committee Member, County Employees, Department Heads, County Judge or Commissioners, Elected Officials or its Consultants may disqualify the Respondent from further consideration.

- 4.3.2 All communication should be in writing to the Procurement Coordinator. Any oral communication, amendment or interpretation that is not in writing shall not legally bind Dallas County. Only information supplied by Dallas County Purchasing Department in writing or in this RFQ/RFP should be used in preparing proposal responses.

- 4.3.3 **Written Questions and Inquiries:** All questions and inquiries pertaining to this RFQ/RFP must be submitted in writing no later February 09, 2015, 12 noon, Central Time (CT), and must be directed by mail, fax 214.653.7449 or via e-mail (Gloria.McCulloch@dallascounty.org) to Gloria McCulloch as indicated in Section 4.2 of this RFQ/RFP. Dallas County reserves the rights to reject/not respond to any questions received after the February 09, 2015, 12:00 noon, Central Time (CT), deadline date. *Please reference the RFQ/RFP Number, Company Name, Representative Name and e-mail address on all written communication and correspondence to Dallas County.*

Question and Inquiries received after the due date and time will not be considered

4.3.4 Addendum and General Information

During the period provided for the preparation of proposals, the County may issue addendums to this RFQ/RFP. These addendum(s) will be numbered consecutively beginning with 1 and will be posted exclusively on the Dallas County website, <http://www.dallascounty.org/departments/purchasing/currentbids.php>

These addendum(s) will be issued by Dallas County and will constitute a part of this RFQ/RFP. Each Respondent is required to acknowledge receipt, sign and return each addendum with the proposal response. All responses to this RFQ/RFP shall be prepared with full consideration of the addendum(s) issued prior to the proposal submission date.

The County will not assure that every entity receiving an RFQ/RFP will receive the addendum. All addendums shall become part of the contract documents, and all Respondents are bound by such addendum, whether or not received by the Respondent.

The County will recognize only those responses to inquiry issued in writing by the County in addendum form as binding modifications to this RFQ/RFP. Any oral communication shall be considered unofficial and non-binding. The County will not be responsible for explanations or interpretations of this RFQ/RFP other than written addendums.

The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification. Dallas County reserves the rights to reject/not respond to any questions received after the February 09, 2015, 12 noon, Central Time (CT), deadline date.

NOTE: All Addendums and General Information response to this RFQ/RFP will be made available exclusively through the Dallas County website for retrieval. Respondents are solely responsible for frequently checking this website for updates to this RFQ/RFP. Addendums to this RFQ/RFP can be located at the following web address: <http://www.dallascounty.org/departments/purchasing/currentbids.php> Download Instruction for rfq, rfps, bids, solicitations, addendums, and general information documents:

1. Go to: <http://www.dallascounty.org>
2. On the top header section click on "Departments," scroll down to locate and click on the Purchasing link
3. You are now at the Purchasing Department website
4. Navigate to the far left hand column to click on "Bidding Opportunities"
5. You can now download any solicitation, bid, rfq, rfp, addendums, and general information documentation available on the website by clicking on the corresponding hyperlink.

4.4 PROPOSAL ERRORS AND OMISSIONS

Due care and diligence has been used in the preparation of this information, and it is believed to be substantially correct to secure comparable Proposals. If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ/RFP, he/she shall immediately notify Dallas County Procurement Coordinator of such errors in writing and request modification or clarification of the document. Any modification made to this RFQ/RFP will be issued as an addendum to the solicitation and will be posted on the Dallas County website: <http://www.dallascounty.org/departments/purchasing/currentbids.php>

Any and all errors, omissions, or inconsistencies in the specifications are to be reported no later than February 09, 2015, 12:00 noon, Central Time (CT).

4.5 PROPOSAL WITHDRAWAL

A Respondent may withdraw its proposal at any time before the deadline for submitting qualifications and proposals by notifying the Dallas County Procurement Coordinator in writing of its withdrawal. The notice must be signed by the Respondent. The Respondent may thereafter submit a new or modified qualifications and proposals, provided that it is received at the Dallas County Purchasing Department, 509 Main Street, 6th Floor, Room 623, Dallas, Texas no later than proposal due date and time listed in the timeline of the RFQ/RFP. Modifications offered in any other manner, oral or written, will not be considered. Qualifications and Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFQ/RFP.

4.6 REJECTION OF PROPOSALS

4.6.1 Dallas County reserves the right, at its sole discretion, to reject any and all statement of qualifications and proposals received in response to this RFQ/RFP or to cancel this RFQ/RFP in entirety as determined to be in the best interests of Dallas County.

4.6.2 Any statement of qualification and proposal received which does not meet the requirements of this RFQ/RFP, may be considered to be non-responsive, and the statement of qualification and proposal may be rejected. Respondents must comply with all of the terms of this RFQ/RFP and all applicable Federal, State and Local laws and regulations.

4.6.3 Dallas County reserves the right, at its sole discretion, to waive any technicalities in statement of qualifications and proposals provided such action is in the best interest of Dallas County. Where Dallas County waives minor technicalities in statement of qualification and proposal, such waiver does not modify the RFQ/RFP requirements or excuse the Respondent from full compliance with the RFQ/RFP. Notwithstanding any minor technicalities, Dallas County holds any Respondent to strict compliance with the RFQ/RFP.

4.7 DISCLOSURE OF PROPOSAL CONTENT

4.7.1 Dallas County will not disclose any of evaluation and selection processes until seven (7) days after the Design/Build contract is awarded.

4.7.2 Ownership of materials: Any materials submitted to County shall become the property of Dallas County and will be subject to the Texas Public Information Act. All documents that you send to the County will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement. Therefore, any proposal which contains language purporting to render all or significant portions of their proposal "Confidential", "Trade Secret" or "Proprietary", or fails to provide the exemption information required will be considered a public record in its entirety. Do not mark your entire proposal as "confidential".

4.7.3 Designation of information: All confidential, trade secret or proprietary information must be *clearly identified* by the Respondent prior to submission of the statement of qualification and proposal.

4.7.4 Confidential information means information that (i) qualifies as trade secret or proprietary under the law; and (ii) is designated as confidential information as described below.

- 4.7.5 Information: The statement of qualifications and proposals are deemed to contain two types of information: (i) confidential information, also known as “proprietary information” or “trade secret information,” which must be specifically designated by Respondent in the statement of qualifications and proposals; and (ii) non-confidential information, which is information not specifically designated as confidential information.”
- 4.7.6 Management of Information: (i) All statement of qualification and proposal information that is specifically designated by Respondent as *confidential information*, and meets the standard definition as such, including detail prices and cost information, shall be held in confidence during the evaluation process and thereafter to the extent authorized by law. (ii) Information **not** designated as confidential information may be discussed in open meetings throughout the entire RFP procurement process and thereafter and will be made available to the public subject to the Texas Public Information Act. (iii) The County will uphold the confidentiality of Respondent trade secrets to the extent authorized by law.
- 4.7.7 Duty of Confidentiality upon Respondent(s): Any information divulged publicly by any Respondent(s) (e.g., at an open meeting) shall, from that time forward, be deemed information that is not designated as confidential information. During all open meetings with the Commissioners Court, it is the duty of the Respondent(s) to (i) timely assert any claim of confidentiality; and (ii) request confidential handling of any materials presented to the Commissioners Court during any open meeting.

5.0 EVALUATION PROCESS

5.1 EVALUATION PROCEDURES AND PROCESSES

- 5.1.1 Management and coordination of the evaluation process including all meetings, requests, and documentation will be handled by the Dallas County Purchasing Department Procurement Coordinator.
- 5.1.2 Evaluation Committee will be composed of various Dallas County departments.
- 5.1.3 Each RFQ/RFP shall be evaluated for completeness and for compliance with the requirements of this RFQ/RFP and will be independently evaluated by each Committee member.
- 5.1.4 Proposals which substantially deviate from the basic intent of the RFQ/RFP will be eliminated.
- 5.1.5 If desired by the Evaluation Committee, written, site visits, and/or oral presentations to supplement the 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.
- 5.1.6 Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the County.
- 5.1.7 Although price will be a factor in Proposal evaluation, it is specifically a consideration of secondary importance to the needs and selection criteria identified in the RFQ/RFP.
- 5.1.8 The County reserves the right to accept other than the lowest price Proposal.

5.1.9 All Respondents will be accorded fair and equal treatment.

5.1.10 Recommendation will be made to Dallas County Commissioners Court to the firm evaluated to be most qualified, highest rated and offering the best value to Dallas County. Upon formal approval, a contract will be formally drafted and entered into with the selected firm.

5.2 EVALUATION AND SELECTION FACTORS

The Evaluation Committee will evaluate proposal on the criteria listed below. The objective is to enter into a future Contract with the best qualified Respondent (s) at the best price. Each category shall be weighted as follows:

RFQ Evaluation Criteria and Weights (Step 1)	Points
Factor 1: Qualification of firms (experience, technical competence, capability to perform and past performance of Respondent's team and members of the team)	0-20
Factor 2: Qualifications of key personnel	0-15
Factor 3: Project Approach, Work Plan, Safety Records	0-25
Factor 4: Financial Stability	0-15
Factor 5: Litigation History	0-10
Factor 6: Minority/Women Business Participation	0-15
*Certified NTCRCA M/WBE Firm (6 points)	
*Certified NTCRCA M/WBE Subcontractors being utilized (6 points)	
EEO Policy Compliance (3 points)	
*Certified by the North Central Texas Regional Certification Agency (NCTRCA)	
Total Points	100

RFP Evaluation Criteria and Weights	(Step 2)	Points
Factor 1: All cost, fees, and budget associated with project including cost methodology		0-20
Factor 2: Qualification of firms (experience, technical competence, capability to perform and past performance of Respondent's team and members of the team)		0-10
Factor 3: Project Schedule		0-15
Factor 4: Conceptual Design		0-10
Factor 5: Property Site Location and Thoroughfare Access including the ability of Respondent to deliver; legal title to qualifying site, availability of adequate and timely utilities, zoning or special use permitting, and environmental site assessment		0-15
Factor 6: Property Size and Existing Conditions		0-15
Factor 7: Minority/Women Business Participation		0-15
*Certified NTCRCA M/WBE Firm (6 points)		
*Certified NTCRCA M/WBE Subcontractors being utilized (6 points)		
EEO Policy Compliance (3 points)		
*Certified by the North Central Texas Regional Certification Agency (NCTRCA)		
Total Points		100

5.3 AWARD AND NEGOTIATION PROCESS

All proposals received by the specified deadline will be reviewed and evaluated consistently with the stated Evaluation and Selection Factors. Before the final evaluation and ranking of Proposals is complete, the County, at its sole discretion, may choose to interview Respondent(s) found to be among the most qualified. 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 not be based solely on price, but will include and be limited to evaluation criteria listed in the RFQ/RFP. Upon completion of the evaluation process, the Evaluation Committee will make a recommendation to the Dallas County Commissioners Court to award to the highest rated firm. Negotiations may or may not be conducted with the finalist(s); therefore, the 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 the County cannot reach agreement with the selected firm by negotiation of a contract, the County may formally end negotiations by written notification to the selected firm.

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

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

6.0 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS

6.1 PREPARATION COSTS

Dallas County shall not be responsible or liable for any costs directly or indirectly associated with the preparation, submittal, presentation, on-site demonstration /web presentation or other costs incurred by participating in this procurement process.

6.2 SUBMISSION

- 6.2.1 All responses must be sealed in a package clearly labeled/marked on the outside with the name of the firm submitting the response and the following information:

RFQ/ RFP No. 2015-018-6472
Two-Step Process
Request for Qualifications (RFQ)/Request for Proposals (RFP)
Design/Build Services
For
Automotive Repair and Maintenance Service Center
c/o Dallas County Purchasing Department
509 Main Street, 6th Floor, Room 623 Records Building
Dallas, TX 75202

Late RFQ/RFP submissions will not be accepted. Dallas County is not responsible for delays in the delivery of mail by the U.S. Postal Services, FedEx, UPS, Private Couriers, or delivery by any other means. It is the sole responsibility of the Respondent to ensure that his/her bid reaches the Dallas County Purchasing Department, 509 Main Street, 6th Floor, Room 623, Dallas, Texas, by the designated date and hour indicated on the Cover Page and/or addendum (when applicable),

Note: Please reference the RFQ/RFP Number and Company Name on the outside of all sealed envelopes, packaging and/or boxes.

- 6.2.2 Any RFQ/RFP received after the required due date and time shall be considered late and shall be returned unopened to Respondent upon request.

- 6.2.3 Each Respondent must provide a total of three (3) paper hardcopies on the entire proposal including all data as outlined in the RFQ/RFP. One (1) of the printed hardcopy (original) must be signed in blue ink. The original bound copy of the proposal is to be clearly marked as "original" on the outside cover and contain original signature of a person authorized to make a binding offer.

In addition, the Respondent must also provide six (6) individual labeled electronic versions of the entire/ complete proposal and attachments (**excluding the cost proposal and the M/WBE information**) on CD or USB Flash Drive, formatted in Microsoft Office 2007 or "Adobe PDF".

- 6.2.4 Each Proposal shall include all information required in this RFQ/RFP and any subsequent addenda. By submitting a Proposal, the Respondent represents that it has thoroughly examined and become familiar with the services required under this RFQ/RFP and that it is capable of providing the services that will achieve the County's task and objectives.
- 6.2.5 All Proposals shall be valid for a period of one hundred eighty (180) days after the Proposal submission deadline. The one hundred eighty (180) days may be extended by mutual agreement of all parties.
- 6.2.6 Dallas County reserves the right, at its sole discretion, to reject any and all offers received in response to this RFQ/RFP or to cancel this RFQ/RFP in entirety if deemed by Dallas County to be in the best interest.

6.3 PROPOSAL FORMAT

- 6.3.1 The submitted Proposal should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought. Respondents are advised to organize their submissions to be as brief and succinct as possible while providing relevant information. The submission of irrelevant and superfluous information is discouraged.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Respondent.

The cover letter shall provide the name, address, telephone and facsimile numbers of the Respondent along with the name, title, address, telephone number and fax number of the individual authorized to contractually bind the firm the company/firm and be signed by the authorized individual.

- 6.3.2 Respondent must submit its Proposal in strict accordance with all requirements of this RFP, and an agreement to fully comply with the requirements must be stated in the Proposal. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration.
- 6.3.3 The original proposal shall be prepared on standard 8-1/2" x 11" paper. All proposals shall be submitted as hard copy bound document, each page shall be consecutively numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested. Foldouts that contain charts, spreadsheets, and oversize exhibits are permissible. Tabs or other separators shall serve to divide major sections of the proposal. Manuals and other reference documentation may be bound separately.

- 6.3.4 In order to expedite the evaluation process and short listed group of the most qualified firms and project teams, each Proposal shall be organized in accordance with this section. Proposals that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores. A table of contents shall be provided that identifies the consecutive page numbers where to find the various sections included in the proposal.

Proposals shall include the following information in the format indicated.

6.3.4.1 **Qualifications of Firms:** Describe and provide details regarding your firm's experience, technical competence, capability to perform and the past performance of the Project team and members of the team. Such information must include, but is not limited to: **(Step 1 and 2)**

- Firm Profile: Identify the Project Team and provide a brief description of each entity's experience and qualifications relative to this project type. Describe any previous working relationships between or among team members. Provide an organization chart for the Project Team illustrating project roles for team members and lines of responsibility.
- Qualification Narrative: Provide a brief narrative as to why you consider your team to be the most qualified for this project.
- Relevant Experience: Provide a brief narrative describing your experience on projects that are relevant to this Project. Include project description sheets of at least four (4), but not more than ten (10), examples of the following category: Design/Build project of similar size and scope for vehicle operation, maintenance and repair center facility
- Each project description should include the following information:
 - Project name and location
 - Firm's scope of work
 - Anticipated construction cost at beginning of design phase
 - Final cost of construction
 - Date of completion
 - Project size and area
 - Owner (include name, address and phone number, of specific individual to contact)
 - Identification of specific team members and key individuals who were involved in these projects and their roles.

6.3.4.2 **Key Personnel:** Identify key project personnel including their qualifications and experience for the Project Team. At a minimum this list should include the following: **(Step 1 and 2)**

- Design-Builder: Project Executive, Project Manager, Project Superintendent and Field Superintendent
- Designer: Principal-in-Charge, Project Manager, Project Architect, Project Designer, Mechanical Engineer(s), Electrical Engineer(s), Structural Engineer(s) and Civil Engineer(s)
- Mechanical Contractor: Project Manager and Project Superintendent
- Electrical Contractor: Project Manager and Project Superintendent

6.3.4.3 **Project Approach and Work Plan:** Describe your project approach and include specific procedures and controls you will employ to assure the Owner that the Project will be completed as follows: **(Step 1 and 2)**

- Delivery of all program elements
- Within the approved schedule
- Provision of the specified quality
- Within the approved budget
- Safety Records

6.3.4.4 **Financial Stability:** Provide a consolidated financial statement for the Design-Builder for the most recent fiscal year (2013). Provide evidence of insurability and Bonding Capacity. **(Step 1)**

6.3.4.5 **Litigation Disclosure:** List all claims, litigation and settlements that are current and for the last five (5) years. **(Step 1)**

6.3.4.6 **Response to Minority/Women Business Participation Forms**

A list of certified North Central Texas Regional Certification Agency (NCTRCA) M/WBE firms may be obtained by contacting the Dallas County Procurement Coordinator. **Note:** The M/WBE forms must be submitted in separate sealed envelope and labeled with the RFQ/RFP number on the outside of the envelope. **(Step 1 and 2)**

6.3.4.7 **Cost:** Detail budget outlining all cost and fees associated with projects including any cost methodology. **Note:** The cost proposal must be submitted in separate sealed envelope and labeled with the RFQ/RFP number on the outside of the envelope. **(Step 2)**

6.3.4.8 **Conceptual Design:** Engineering or Architectural Conceptual Drawing and Illustration of proposed facility (buildings, offices, space allocation, size, square footage, parking capacity, etc.) **(Step 2)**

6.3.4.9 **Property Site Location and Thoroughfare Access (Step 2)**

- A contract for purchase of the site or other reasonable and enforceable control of the site
- Jurisdiction of Dallas County and within an area defined by a circular boundary having a ten (10) mile radius with center location being 509 Main St., Dallas, TX

- The availability and acceptability of public utilities
- Environmental audit and site assessment

6.3.4.10 Property Size and Existing Conditions (Step 2)

- Size (i.e.: square footage and acreage)
- Property survey and/or site plan of the property
- Location map showing the location of the proposed property
- Identification of any property encumbrances which would restrict the County's use of the property such as utility easements or flood plain limitations.
- Photographs of the property; If the property has improvements on it, those are to be photographed from all four directions.
- Statement regarding the current zoning of the property and whether or not the County's intended use would be permitted in that zoning.

6.3.4.11 Respondent's Representative: The Respondent must designate an authorized representative and one alternate who may speak, answer questions, and act on behalf of the Respondent in all dealings with Dallas County. Provide the following information for each individual: **(Step 1 and 2)**

- Company Name
- Contact Person
- Title
- Telephone Number
- Fax Number
- E-mail address

6.3.4.12 Additional Information: If desired, submit copies of your general firm brochure and any other information that you think may be of relevance and particular interest to the Owner. Please demonstrate your ability to be frugal, brief and to the point. **(Step 1 and 2)**

6.3.4.13 Acknowledgement of Addendum(s) (Step 1 and 2)

6.3.4.14 Completion of Campaign Contribution Form (Step 1 and 2)

6.3.4.15 Completion of Conflict of Interest Form (Step 1 and 2)

6.3.4.16 Completion of W9 Form (Step 1 and 2)

7.0 STEP 1 – REQUEST FOR QUALIFICATIONS (STATEMENT OF QUALIFICATIONS)

- 7.1 Dallas County is seeking qualifications and proposals from design-build firm for the design and construction of the Automotive Maintenance and Repair Service Center. This project is being initiated pursuant to Subchapter G (Building Using Design-Build Method), Chapter 2267 of the Government Code of the State of Texas. Dallas County will select the Design-Build firm through a two- step process.

In Step One (1) each design-build firm that responds to this RFQ will be evaluated based upon the evaluation criteria and weight factors: firm's experience, technical competence, capability to perform the work and construction, past performance of the firm on similar projects, and qualifications and experience of the members of the firm assigned to this project. The process set forth in Subchapter G requires that interested firms first submit qualifications without any cost information. Price related factors will not be evaluated and is prohibit in the step one (1) process ("Statement of Qualifications Submission"). The inclusion of pricing or cost information in Qualifications submissions may be an automatic disqualification of the Respondent.

Based on its evaluation of the qualifications submissions the County may shortlist up to five (5) qualified finalists to deliver full proposals that contain additional information and interview for the project ("Proposal").

- 7.2 By submission of a response to this RFQ/RFP the Respondent certifies to the Dallas County that the architect and engineer team members have been chosen based on demonstrated competence and qualifications. An engineer shall have responsibility for compliance with the engineering design requirements and all other applicable requirements of the Texas Engineering Practice Act (Texas Occupations Code, Chapter 1001). An architect shall have responsibility for compliance with the requirements of Texas Occupations Code, Chapter 1051.
- 7.3 Each respondent must certify to Dallas County that each architect or engineer that is a member of the firm was selected based on demonstrated competence and qualifications, in the manner provided by Section 2254.004.

8.0 STEP 2 – REQUEST FOR PROPOSALS

- 8.1 Of the firms selected to provide personal interviews (as outlined in Step 1 above), up to five (5) of those firms will be invited to respond to a Request for Proposal (RFP), which will include full project descriptions, bridging documents, and may include a request for additional information regarding demonstrated competence and qualifications, considerations of the long-term durability of the project, the feasibility of implementing the project as proposed, the ability of the Respondent to meet schedules, costing methodology, or other factors as appropriate. A proposal submitted by any person, entity or team, other than a finalist selected by the County, will be deemed to be void, ineffective, and disqualified from further consideration.

The County shall rank each proposal received on the basis of the criteria set forth in the RFP. The County shall select the Design Build Firm (DBF) that submits the proposal offering the best value for the County on the basis of the published selection criteria and on its ranking evaluations.

- 8.2 The County shall first attempt to negotiate a contract with the selected Respondent. If the County is unable to negotiate a satisfactory contract with the selected Respondent, the County shall end negotiations with that offeror and proceed to negotiate with the next Respondent in the order of the selection ranking until a contract is reached or negotiations with all ranked Respondents end. The County reserves the right to negotiate with the selected DBF for the purpose of adjusting the services, scope, and price.

- 8.3 Each proposal submitted by a finalist selected by the County, must fully and thoroughly responds to, and comply with each of the applicable criteria, requests and requirements of this RFQ/RFP.
- 8.4 Each proposal submitted Step 2 must contain the Guaranteed Maximum Price for which the Respondent or DBF will agree to design and build the project in full compliance with the requirements of Step 2 of this RFQ/RFP, in full compliance with all applicable laws, rules, regulation, and full compliance with all the offers, proposal, terms and conditions set forth in their proposal.
- 8.5 Respondent must not include engineering or architectural design as part of the proposal. Respondents must include conceptual drawings and illustration in their proposals, to assist the County in evaluating the proposal.
- 8.6 Only respondents who proposed to provide either directly or through a team under its control all goods and services requested in the RFP should respond. This includes design and construction. The maximum design and construction period of fifteen (15) calendar months from the date of contract execution.
- 8.7 Dallas County will not disclose any of evaluation and selection processes until seven (7) days after the Design/Build contract is awarded.

9.0 GENERAL PROJECT DESCRIPTION

- 9.1 Dallas County has identified a need for the development of a new automotive repair and maintenance service center facility that will accommodate staff, drivers, and storage and maintenance requirements for Dallas County fleet of vehicles. The new facility shall be located within the boundary of Dallas County. The turnkey project consists of acquisition of land/property, construction, new fueling stations with card reader, car wash building, covered storage area and maintenance/administration/operations building which will sit on approximately 2.5 acres of land in Dallas County, Texas.

To meet this need the County is soliciting proposals for the development on a turnkey basis of a new or existing facility that the County may lease and/or lease purchase or purchase outright, for use as an automotive service center.

- 9.2 The project is to be a “turnkey” Project with the DBF will be responsible for land acquisition, all permits, certificate of occupancy, construction, provide all work, services, materials, supplies, equipment, and labor for the project to be a fully operational automotive repair and maintenance service center facility upon substantial completion. The design/builder shall provide or cause to be provided all design, work, services, materials, labor, equipment, surveys, environmental studies, geotechnical studies, design, engineering, plumbing system, ventilation systems, HVAC, mechanical systems, safety system, fueling stations, security system, other matters necessary for the installation and completion of the Project, in working order, unless specifically set forth otherwise herein. .
- 9.3 Site: Each proposal submitted by a finalist selected by the County, must include a proposed site, that fulfills the following minimum requirements:
 - Located (on a major thoroughfare) within the jurisdiction of Dallas County and within an area defined by a circular boundary having a ten (10) mile radius with center location being 509 Main St., Dallas, TX
 - Be of adequate size, but not less than 2.5 acres of usable land;

- Proposed site must be located in area with the appropriate zoning to allow for the development of the facility;
- Proposed site must have an environmental report indicating that the proposed site does not have any environmental issues which could potentially negatively limit development of the site for the facility;
- Proposed site must have a current property boundary survey prepared by a State of Texas Registered Professional Land Surveyor.
- Provide the legal description of the proposed site
 - Property survey and/or site plan of the property
 - Location map showing the location of the proposed property
 - Identification of any property encumbrances which would restrict the County's use of the property such as utility easements or flood plain limitations.
 - Photographs of the property; If the property has improvements on it, those are to be photographed from all four directions.
 - Statement regarding the current zoning of the property and whether or not the County's intended use would be permitted in that zoning.
- Provide evidence of :
 - Proper zoning and special use permit for intended uses
 - A contract for purchase of the site or other reasonable and enforceable control of the site
 - The availability and acceptability of public utilities
 - Completed environmental audit and site assessment
- Design shall include all utilities and infrastructure: water, sanitary sewer, drainage, telecommunications, electrical, gas, etc. that are necessary for the operation and safety of the facility;
- Design must include paved and marked parking space for staff and visitors, van accessible and handicapped parking. A minimum of one space per 150 square feet of building space or in accordance to local municipal ordinances whichever is greater;
- Design shall indicate concrete walks at parking and at other various site locations where required;
- General landscape design for the entry shall be included;

- The entire identified project site shall be contained within a secure perimeter fence.

9.4 Facility Design and Description

- Building Design and Architecture shall be prepared by a State of Texas registered Architect. Design shall incorporate the required operational and floor space and infrastructure.
- The facility design must include:
 - Six (6) drive thru double bays (two (2) back to back service spots at each drive thru bay totaling 12 service locations) and one additional drive thru service bay with a 16' service door capable of accommodating a 48' bus.
 - Automotive parts storage (including tires & batteries, approximately 1,200-1,500 square feet) space
 - Administrative Area: Four (4) offices
 - Reception/Lobby Area
 - Break-room
 - Men's and Women's Restrooms
 - Two (2) Fueling Stations (with card reader function): The two (2) fueling pumps need a covered canopy and should be positioned on the property so as to allow for easy access and egress by the fuel delivery haulers. Fuel for dispensing will be held in two (2) new - 15,000 gallons storage tanks (regular unleaded and diesel fuel). Spill containment will tie into grease traps. The tanks can be underground storage tanks.
 - Car Wash Building: Automated drive through design that can perform the wash without damaging equipment on the County patrol vehicles.

This would be approximately 8,500 – 10,000 square feet
 - Outside covered storage area is needed for the air compressors, bulk oil and used oil tanks. An enclosed and covered 15' x 10' area is needed for used tire and battery storage.
 - Fire Detection and Alarm Systems
 - Data/Telephone System: The County shall contract separately for the telephone system. The construction contract shall include data/telephone outlets and conduit, with pull wire, telephone panel board and telephone power boards.
 - The electrical system will grounded in accordance with applicable standards

9.5 All aspects of the new facility will comply with:

- International Building Code in the versions as currently applied by the County of Dallas;
- American with Disabilities Act (ADA);
- Texas Accessibility Standards/Texas Department of Licensing (TDLR) Design shall include all utilities and infrastructure: water, sanitary sewer, drainage, telecommunications, electrical, gas, etc. that are necessary for the operation and safety of the facility.

9.6 An existing building may be proposed provided the building can be readily modified to meet the County's needs and provided an independent building assessment report is prepared which identifies major repair and replacement requirements for the next ten (10) years after County occupancy.

9.7 A new building may be proposed provided that the Respondent assumes full responsibility for the land acquisition, building design, and building construction based on plans and specifications that have been approved by Dallas County and the municipality in question prior to the start of construction.

9.8 Respondent shall be solely responsible for any cost, loss, injury, harm, expense, fee, charge or other expenditure or damage of any nature, whether now known or unknown, arising directly or indirectly from:

- Any unknown or differing site conditions at the site proposed by Respondent;
- Any regulatory permitting required for the Project;
- Acquisition of the site or any staging area required by Respondent;
- Any natural disasters or other force majeure events;

9.9 Respondent will be required to obtain all necessary approvals and permits from the City (in question) up to and including the proper zoning and the issuance of a certificate of occupancy.

9.10 Respondent will have to meet all local, state, and federal codes and laws in the development of a property to meet the County's needs. All architectural and/or engineering work will have to be sealed by a registered Texas architect and/or a Texas licensed professional engineer. All equipment, services and construction work performed must be warranted (parts, labor, materials, supplies, travel time, etc.) for minimum of one (1) year from date of final acceptance by Dallas County.

9.11 Lease and/or Lease Purchase Options

- Option 1: Dallas County may choose to lease the proposed facility for a minimum of twenty (20) years.
- Option 2: Dallas County may choose to lease/purchase the proposed facility over a twenty (20) year period.

- Option 3: The County may choose to purchase the proposed facility outright.

Shortlisted finalist may develop proposals for all three options with the understanding that Dallas County will select the option which best meets its financial needs. The financial terms for all options shall be based on a cost to the County at the time of turnkey occupancy.

List the 2 fuel storage tanks as separate line items in the proposal.

- 9.12 It is the express intent of the County, that each proposal as submitted be: comprehensive, prepared in good faith, present a reasonable likelihood to be developed, built and become fully operational in a reasonable length of time, and its development, design, and construction to be in full compliance with all applicable laws, rules, regulations, standards and ordinances.

10.0 OTHER REQUIREMENTS, TERMS, AND CONDITIONS

10.1 INCORPORATION OF PROPOSAL 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. This Contract constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

10.2 ENTIRE AGREEMENT

This Contract Agreement supersedes all prior agreements, written or oral, between Respondent and County and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this contract Agreement. This 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 Respondent and County with formal approval by the Dallas County Commissioners Court.

10.3 BINDING EFFECT

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

10.4 FORMAL REQUIREMENTS CONTRACT NECESSARY

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

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

10.5 ORDER OF PRECEDENCE

In the event there is a conflict between the documents comprising this RFQ/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 statute or federal law the most restrictive terms shall apply.

10.6 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.

10.7 FAIR LABOR STANDARDS

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

10.8 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.

10.9 COMPLIANCE WITH LAWS AND VENUE JURISDICTION

In providing Services required by this 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 .

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

10.10 FISCAL FUNDING

Any agreement resulting from this RFQ/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.

10.11 PERMITS AND LICENSES

Respondent/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 RFQ/RFP. Respondent/Contractor shall maintain these licenses and permits in effect for the duration of this 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 this contract agreement.

10.12 BID BOND

A bid bond in the amount of at 10% of the Guarantee Maximum Price must be delivered to the County at the time the Design/Build is contract awarded to the successful Respondent.

10.13 PAYMENT AND PERFORMANCE BOND

In accordance to Texas Government Code Chapter 2253 a Payment and Performance Bonds are required by Texas law in the amount of the Guarantee Maximum Price, less the portion of the guaranteed maximum attributable to design services only.

The performance bond and payment bond are to be furnished as guarantees of the faithful performance of the work and for the protection of the claimants for labor and materials.

When the amount of the contract is \$25,000 or less, a performance bond and payment bond will not be required. When the amount of the contract is \$100,000 or less, a performance bond will not be required.

The performance and payment bonds shall be furnish to the County not later than 10th day after the contract is signed or prior to start of services (whichever comes first).

The bonds required by this section must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

10.14 LIABILITY AND OTHER INSURANCE COVERAGE REQUIREMENTS

10.14.1 Without limiting any of the other obligations or liabilities the Contractor shall purchase and maintain liability insurance at its own expense, and shall likewise ensure that all of his Consultants, Subcontractors and their Sub-subcontractors (collectively own as "Contractor") purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations are carried out by the Contractor, by any Consultant, Subcontractor, or by anyone directly or indirectly employed by the Contractor or any Subcontractor, or by anyone for whose acts any of them may be liable.

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

10.14.2.1 Workers' Compensation Insurance: That meets the statutory requirements of the Texas Workers' Compensation Act, or if self-insured, then Contractor must provide to County evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance. If Contractor has no employee (as defined by the Texas Workers' Compensation Act), Contractor shall provide County with a sworn Affidavit stating that there is no employee in lieu of a Certificate of Insurance. In the event that any work is sublet, Contractor shall require the subcontractors to similarly provide Workers' Compensation Insurance for all of the subcontractors' employees 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.

<u>Types of Coverage</u>	<u>Limits of Liability</u>
<i>Workers' Compensation</i>	Statutory
<i>Employer's Liability</i>	
Bodily injury by Accident	\$500,000.00 Each Accident
Bodily injury by Disease	\$500,000.00 Each Employee
Bodily injury by Disease	\$500,000.00 Policy Limit

10.14.2.2 Commercial General Liability Insurance: Contractor shall maintain Broad Form Commercial General Liability 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 Two Million and 00/100 (\$2,000,000.00) for bodily injury, property damage, and blanket contractual coverage per occurrence with a general aggregate of Five Millions and 00/100 (\$5,000,000.00) and products and completed operations aggregate of Two Million and 00/100 (\$2,000,000.00).

10.14.2.3 Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than \$500,000.00 Combined Single Limit of Liability for Bodily Injury and Property Damage.

10.14.2.4 Professional Liability: Insurance Coverage in an amount not less than \$2,000,000.00 with an extended discovery period of two (2) years following completion of contract.

10.14.2.5 Umbrella Liability Coverage in an amount not less than \$10,000,000.00 per occurrence.

10.14.2.6 Builders Risk Insurance: Contractor shall maintain during the term of this contract, at its own expense, Builder's Risk insurance in the amount equal to one hundred percent (100%) of the initial contract amount plus Architect fees on replacement cost basis and any subsequent modifications and change orders. The policy shall be written on an "all risk" form, to include at least the perils of theft, lightening, fire, wind, collapse, malicious mischief and vandalism.

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

10.14.3.1 Except Workers Compensation and Professional Liability, name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.

10.14.3.2 Provide for thirty (30) days' notice to the County for cancellation, non-renewal or material change.

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

10.14.3.4 Provide for notice to Dallas County of any changes to policy.

10.14.3.5 Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.

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

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

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

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

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of the contract, or cancellation of the contract or both (Court Order 2003-1792, September 30, 2003).

- 10.14.4 Insurance Certificates: The certificates of insurance shall list Dallas County as the certificate holder. Any and all copies of Certificates of Insurance shall reference any applicable RFP (Request for Proposal) number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Awardees under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the *Dallas County Purchasing Agent* located at the *Dallas County Records Building, 509 Main Street, 6th Floor, Dallas, Texas 75202* within ten (10) calendar days of execution and/or renewal of this Contract and upon renewals and/or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Contract subject to immediate termination at County's sole discretion.
- 10.14.5 All insurance coverage shall be on a per occurrence basis or a per claim basis if Contractor provides for five (5) year tail coverage, unless specifically approved in writing and executed by the County's Purchasing Agent and Risk Manager.
- 10.14.6 All insurance required to be carried by Awardees and/or subcontractors under this Contract shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County shall not relieve or decrease the liability of the Awardees.
- 10.14.7 Minimum insurance is a condition precedent to any work/services performed under this Contract and for the entire Term of this Contract, including any renewal or extension. In addition to any and all other remedies County may have upon Awardees failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:
- 10.14.7.1 Order Contractor(s) to stop work hereunder, which shall not constitute a Suspension of Work/Services;
 - 10.14.7.2 Withhold any payment(s) which become due to Contractor(s) until Contractor(s) demonstrates compliance with the requirements and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;
 - 10.14.7.3 At its sole discretion, declare a material breach of this Contract, which, at County's discretion, may result in:
 - 10.14.7.3.1 Termination of this Contract
 - 10.14.7.3.2 Demand on any bond, as applicable;
 - 10.14.7.3.3 The right of the County to complete this Contract by contracting with the "next low proposal." Awardees will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to County by Awardees on demand; or
 - 10.14.7.3.4 Any combination of the above;

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

10.14.7.3.5.1 Any combination of the above

- 10.14.8 Contractor shall promptly advise County in writing of any claim or demand, against County or Contractor, known to Contractor related to or arising out of Awardee's activities under this Contract.
- 10.14.9 Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Awardee from liability.
- 10.14.10 Acceptance of the services, or failure to act by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the services performed by Awardee, its employees, subcontractors, and agents.
- 10.14.11 Nothing herein contained shall be construed as limiting in any way the extent to which Awardee may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Contract.
- 10.14.12 Survival: The provisions of this Section shall survive completion, suspension, termination or expiration of this Contract, or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.
- 10.14.13 Insurance Lapse: Pursuant to Section 94.73 of the Dallas County Code, if the Contractor fails to maintain the insurance required under the Contract continuously at all times during the period stated in the Contract, or otherwise has a lapse in any of the required insurance coverage, including workers' compensation coverage, the Contractor shall reimburse the County for any and all costs, including attorney's fees incurred by the County in curing said default. In the event of any insurance lapse, the County shall retain five percent (5%) of the value of the total Contract Sum for a period of six (6) months from the date of the cure of the insurance lapse or the date the Contract has ended, whichever is later, to cover the County's potential exposure to liability during the period of the insurance lapse.

Contractor further agrees to indemnify County for any penalties, fines, jury awards, court costs, litigation expenses, and attorneys' fees incurred by County due to Contractor's failure to maintain the required insurance at all times during the Term of the Contract. Contractor, at its own expense with Counsel of County's choice, will defend and hold County harmless in any claim or action against County that occurred as a direct or indirect result of Contractor's failure to maintain insurance at all times during the Term of the Contract. Without waiving any rights under Sovereign Immunity, the County shall cooperate with and may monitor Contractor in the defense of any claim, action, or proceeding and will, if appropriate, make employees available as Contractor may reasonably request with regard to such defense, subject to the reimbursement by Contractor of all costs and expenses occasioned by the County's cooperation in such defense. Contractor agrees not to settle any such claim without the County's consent, which consent will not be unreasonably withheld or delayed.

10.15 INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT OR CONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF OWNER AND CONTRACTOR THAT IN SUCH EVENT THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF 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: Awardee acknowledges and agrees that Dallas County does not have the ability under Article XI, Section 7 of the Texas Constitution to indemnify Awardee or any other third party for damages arising under this Contract.

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

10.16 TAXES

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

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

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

10.17 AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS

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

10.18 SALARIES AND EXPENSES RELATING TO THE SUCCESSFUL RESPONDENT EMPLOYEES

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

10.19 PREVAILING WAGE RATE

Contractor is required to pay not less than the prevailing wage of the various classes of labor. This determination of prevailing wages shall not be construed to prohibit the payment of more than the rate named. Under no condition shall any laborer, workman or mechanic employed on this job be paid less than the minimum wage scale as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

In execution of this contract, the Contractor must comply with all applicable state and federal laws, including but not limited to laws concerned with labor, equal employment opportunity, safety and minimum wage. The Contractor shall post the applicable Prevailing Wage Rate Determination in a prominent, easily accessible place at the work site. To ensure that the Contractor, and/or subcontractors are paying the posted specified rates (to include fringe benefits when applicable), to all classifications of workmen, mechanics and laborers, the County reserves the right to perform "spot labor interviews" and/or examine Contractor payroll information.

Pursuant to the provisions of Chapter 2258 of the Texas Government Code Title 10:

1. The County shall pay a worker employed by it or on behalf of it:
 - (a) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (b) not less than the general prevailing rate of per diem wages for legal holidays and overtime work.

2. A worker is employed on a public work for the purpose of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the County, or any officer or public body of the County.
3. The contractor who is awarded a contract by the County or a subcontractor of the contractor shall pay not less than the rates (plus fringe benefits when applicable) as listed in the Prevailing Wage Rate Determination to a worker employed by it in the execution of the contract.
4. Pursuant to the provisions of Section 2 of Article 5159a, Vernon's Texas Civil Statutes, A contractor or subcontractor who violates this section shall pay to the County \$60.00 for each worker employed for each calendar day or part of the day that the worker is paid less than the attached stipulated wage rates. The County shall use any money collected pursuant to this section to offset the cost incurred in the administration of the requirements of Chapter 2258.
5. The County will take notice of complaints of all violations of this chapter committed in the execution of the contract and withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the County may not withhold money from other than the final payment without determination by the County that there is good cause to believe that the contractor has violated this chapter.

10.20 WITHHOLDING/RETURN OF PAYMENT

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

10.21 PAYMENT TERMS

Payments will be made for completed work in progressive payments with the County retaining five percent (5%) of each payment until final acceptance of the Project. Invoices accompanied by detailed supplements and other back up documentations are to be submitted in arrears, after services and/or goods have been received. Dallas County payment terms are Net 30 Days after receipt of invoice. Invoices shall be verified and approved by the Dallas County authorized representative and subject to routine processing requirements. Payments made by the County shall not preclude the right of Dallas County from thereafter disputing any items involved or billed under this contract and shall not be construed as acceptance of any part of the services and/or goods. Dallas County requires timely and accurate accounting and billing information.

10.22 ASSIGNMENT

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

10.23 AMENDMENTS AND CHANGES IN THE LAW

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

10.24 NOTICES

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

10.25 INDEPENDENT CONTRACTOR

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

10.26 SUBCONTRACTING

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

10.27 LITIGATION

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

10.28 SOVEREIGN IMMUNITY

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

10.29 DEFAULT/CUMULATIVE RIGHTS/MITIGATION

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

10.30 LIABILITY FOR LOSS OF INFORMATION

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

10.31 TERMINATION FOR CONVENIENCE

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

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

10.32 TERMINATION FOR INSOLVENCY

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

10.33 TERMINATION FOR DEFAULT/NON-PERFORMANCE

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

If such failure is not cured to the County's satisfaction within ten (10) days from the time of receipt of such notice, the County shall have the right to terminate immediately without the requirement of further notice.

10.34 MONETARY RESTITUTION

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

10.35 SEVERABILITY

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

10.36 CONTRACTOR'S PROFESSIONAL WARRANTIES

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

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

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

10.37 ASSURANCES

10.37.1 Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

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

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

10.37.4 Contractor shall pay all subcontractors and consultant in a timely manner. County shall have no liability to any subcontractors in the event Respondent/Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this contract, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Contract.

10.37.5 Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any child support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.

10.37.6 Respondent/Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency.

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

10.38 RECORD KEEPING AND AUDIT

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

10.39 AVAILABILITY AND RETENTION OF RECORDS

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

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

10.40 ADEQUACY OF RECORDS

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

10.41 AUDIT DISALLOWANCE

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

10.42 CONFLICT OF INTEREST

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

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

10.43 ANTI-KICKBACK CLAUSE

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

10.44 POLITICAL ACTIVITY PROHIBITED

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

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

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

10.45 COLLUSION

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

10.46 NON EXCLUSIVITY

This contract and/or agreement is non-exclusive and shall not in any way preclude Dallas County from entering into similar agreements and/or arrangements with other Vendors, Contractors, or from acquiring similar, equal or like goods and/or services from other entities or sources including state contracts.

10.47 NEPOTISM

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

10.48 NON-DISCRIMINATION/AFFIRMATIVE ACTION

This Contract is subject to applicable federal and state laws and executive orders, including the Fair Labor Standards Act of 1938, relating to equal opportunity and nondiscrimination in employment. Neither Contractor/Respondent nor its agents or subcontractors shall discriminate in their employment practices against any person by reason of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status.

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

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

10.49 SECTARIAN ACTIVITY

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

10.50 FEDERAL DEBARRED VENDORS

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

10.51 DISCLOSURE FORM CIQ

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

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

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

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

10.53 USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS

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

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

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

10.54 COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Contract shall be held and construed to include any other gender any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Contract.



DALLAS COUNTY

INSURANCE REQUIREMENT AFFIDAVIT

THIS FORM IS NOT A SUBSTITUTE FOR THE REQUIRED POLICY AND/OR STATE APPROVED CERTIFICATE OF INSURANCE FORM

To Be Completed By Insurance Agent/Broker and Bidder

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

Insurance Coverage Reviewed: _____

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/Zip: _____

Telephone No: (____) _____

Fax No: (____) _____

Bidder's Name and Company: _____

Project/Bid No. and Title: _____

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

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

Insurance Agent/Broker Signature: _____

Date: _____

Bidder's Signature: _____

Date: _____

STATE OF TEXAS §
COUNTY OF DALLAS §

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

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

Name _____ Company _____

Notary Public in and for the State of _____

Commission Expires



DALLAS COUNTY M/WBE SPECIFICATIONS

**Patrece Richardson, Minority Business Officer
Minority & Women Business Enterprises**

MINORITY/WOMAN BUSINESS SPECIFICATIONS

For Bids/RFPs

I. POLICY STATEMENT Dallas County is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of Dallas County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects. The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remains the ultimate "yardstick" in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Dallas County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Dallas County.

II. REQUIREMENT OF ALL BIDDERS/PROPOSERS: Each firm responding to this solicitation shall be required to submit with their bid/proposal information regarding minority/women business participation in this project. This would include:

Check upon completion (forms attached):

- ☐ 1. Compliance with Dallas County's Good Faith Effort Policy
- ☐ 2. MBE/WBE Participation Report Form
- ☐ 3. A Letter of Assurance A or Letter of Assurance B
- ☐ 4. MBE/WBE Identification
- ☐ 5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).
- ☐ 6. Dallas County M/WBE Payment Report.

Note

In the event that the awarded vendor is authorized to subcontract and commits effort to utilize minority and/or women-owned businesses as subcontractors, the name, address and telephone number of the actual subcontractor(s) with actual dollar awards to these subcontractors must be submitted to the Purchasing Department within five (5) working days after bids are opened. Once work commences, the awarded vendor (prime contractor) must submit an M/WBE subcontractor status payment report (attached) with each payment invoice before payments will be authorized for release.

1. GOOD FAITH EFFORT

Prior to an award, all bidders/proposers will be required to document a "Good Faith Effort" to secure minority/women-owned businesses as subcontractors/sub-consultants. In the case of some construction projects, this documentation may be submitted after award of the contract, for those subcontract areas occurring later in the construction process. However, if the successful bidder/proposer does not document a "Good Faith Effort" in securing minority/women-owned businesses, a representative of the company must appear before the Dallas County Commissioners Court and explain the situation and answer any questions raised by the Court.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-bid/pre-proposal conference, as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted, the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts to assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.
6. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor's groups, local, state and federal agencies, small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

2. MBE/WBE PARTICIPATION REPORT

PROJECT NUMBER _____

PROJECT TITLE _____

Total Amount of Your Bid/Proposal \$ _____

(The amount above should equal the total amount as shown on the bid sheet)

List each MBE/WBE business that you plan to use on this initiative. **Deletion of firms must be approved by Dallas County prior to finalization.**

Name of MBE/WBE	NCTRCA* Certification #	Phone #	S / M**	Description of Work	Amount	%
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

*North Central Texas Regional Certification Agency - **S = Sub (contractor/consultant) **M= Material Supplier

☐ **No MBE/WBE's Added: Please Explain:** _____

COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.

NAME OF YOUR BUSINESS:

ADDRESS:

PHONE#

() _____

Printed Name Of Preparer

Signature

Title

Date

3. LETTERS OF ASSURANCE

Letter Of Assurance "A"

The undersigned bidder/proposer hereby assures that our firm will meet or exceed submitted M/WBE goals and shall demonstrate and document a Good Faith Effort to comply with the Dallas County's Minority and Woman-Owned Business Involvement Policy in subcontract/sub-consultant awards. The undersigned further agrees that any deviation from the initial goals will be done so only with the concurrence of Dallas County.

Name of Company

Signature

Title (**Officer of firm**)

Date

(Complete this section only if you're planning to use the services of an NCTRCA certified vendor)

or

Letter Of Assurance "B"

The undersigned bidder/proposer hereby certifies that our firm will perform the contract:

☐ with our own work forces, and submit information sufficient to demonstrate that it is your normal business practice to do so.

or

☐ without the services of M/WBE subcontractors/sub-consultants. The undersigned further submits GFE documented attempt(s).

Name of Company

Signature

Title (**Officer of firm**)

Date

(Complete this section only if you're not planning to use the services of an NCTRCA certified vendor)

NOTE: Each bidder/proposer will be required to sign one of the above letters of assurance which should be returned with proposal.

=====

4. PRIME CONTRACTOR MBE/WBE IDENTIFICATION

Minority Business Enterprise (MBE) - The bidder/proposer represents that it:

☐ is, ☐ is not a minority-owned business, **NCTRCA* #** _____

Woman Business Enterprise (WBE) - The bidder/proposer represents that it:

☐ is, ☐ is not a woman-owned business, **NCTRCA* #** _____

***NCTRCA = North Central Texas Regional Certification Agency**

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

NAME OF FIRM:															
5. Section D- EMPLOYMENT DATA															
Employment at this establishment- Report all permanent full and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.															
Number of Employees (Report employees in only one category)															
Race/Ethnicity															
Not-Hispanic or Latino															
Job Categories	Hispanic or Latino		Male						Female						TOTAL COL. A-N
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
Executive/Senior Level officials and Managers	1.1														
First/Mid-Level Officials and Managers	1.2														
Professionals	2														
Technicians	3														
Sales Workers	4														
Administrative Support Workers	5														
Craft Workers	6														
Operatives	7														
Laborers and Helpers	8														
Service Workers	9														
TOTAL	10														
PREVIOUS YEAR TOTAL	11														
1. Date(s) of payroll period used: _____ (Omit on the Consolidated Report.)															
Section E-ESTABLISHMENT INFORMATION (Omit on the Consolidated Report). What is the major activity of this establishment? (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)															
Section F- REMARKS- Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information															
Section G- CERTIFICATION															
Check One	1	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)												
	2	<input type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.												
Name of Certifying Official					Title					Signature					Date
Name of person to contact regarding this report					Title					Address (Number and Street)					
City and State					Zip Code			Telephone No. (including area code and extension)				Email address			
All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S CODE, TITLE 18, SECTION 1001															

Description of Race and Ethnic Identification and Job Categories are found @ <http://www.eeoc.gov/employers/eeo1survey/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

6. DALLAS COUNTY MBE/WBE PAYMENT REPORT

Project Number

Project Title

Invoice #

Work Order Date

Job #

Prime/General Contractor: _____

List each MBE/WBE business that you plan to use on this initiative. **Deletion of firms must be approved by Dallas County prior to finalization.**

Name of MBE/WBE	Planned Amount	Planned %	Amount of invoice	Amt Paid to Date	% to Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Note:

*This form must be completed and submitted with each payment request.
Any (significant) deviation from planned should include attached explanation*

The information listed above is certified to be correct:

Reviewed by:

Printed Name of Officer/Director

Signature of Officer/Director

Date

Dallas County Project Manager

Date



VOLUNTARY MORATORIUM ON CAMPAIGN CONTRIBUTIONS

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

We hereby agree as stated;

Firm Name: _____

Signature and Title of Individual Authorized to Bind Company:

_____ Title: _____

Print Name: _____

Date: _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		

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).

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 on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

1 Name of person doing business with local governmental entity.

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date