



DALLAS COUNTY  
RFQ 2007-071-2776

Request for Qualifications for Level 1 IT  
Help Desk Service Provider

**Pre-Proposal Conference:**  
**Friday, April 13, 2007 @ 10:00 a.m. (CST)**  
**HR Training Room**  
**509 Main Street, Suite 634**  
**Dallas, Texas 75202**

**QUALIFICATIONS DUE:**

**April 30, 2007 @ 2:00 P.M (CST)**  
**Dallas County Purchasing Department**  
**509 Main St., 6<sup>th</sup> Floor, Room 623**  
**Dallas, Texas 75202**

## **INTRODUCTION**

### **INTENT/OVERVIEW**

Dallas County is seeking qualifications for a Level 1 IT Help Desk Service Provider. The intent is to transition Help Desk support from the current provider to a new provider. The County wishes to provide better service quality to its user community and a better return on investment with lower operating costs that are more in line with current market standards and pricing. Dallas County is highly motivated to transition service providers as rapidly as possible.

### **GENERAL INFORMATION**

Dallas County currently has thirty-one major departments, consisting of Dallas Sheriff's Office, County Clerk, District Clerk, District Attorney, etc. There are an estimated 4,200 users throughout Dallas County that utilize the Help Desk. There are approximately 2,500 Help Desk tickets produced per month. The Help Desk is operational and staffed 24x7x365.

### **COUNTY'S COMMITMENT**

This RFQ is not a commitment by the County to fund any development, to lease or purchase any equipment, products, services or any other materials from any Offeror. The County will not be liable for any direct or indirect costs that any Offeror may incur in the preparation or production of a response to this RFQ, or for any subsequent sales, due diligence, or negotiation costs.

The County reserves the right at its sole and exclusive discretion to cancel the selection process at any time, add, modify, or delete any items in this RFQ, negotiate additional items to be included in the Offer response or delete items from such response, or to award all or part of the services to one or more Offeror.

The materials and information included in this RFQ are intended to assist the Offeror in the formulation of responses. The County's desire is to provide the Offeror with relevant information known at the time of the production of this RFQ. However, the County makes no representation as to the accuracy and completeness of such materials and information. The Offeror understands and agrees that the County nor any of its agents, advisors, or representatives make any representation as to the accuracy and completeness of such materials and information and shall have no liability to the Offeror resulting from the use of said materials and information.

The County shall not be bound by any language in the Offeror's bid indicating confidentiality or any other restriction on its' use or disclosure.

### **SUBCONTRACTOR OR ASSIGNMENT OF THE CONTRACT**

The Dallas County Commissioners Court must approve, in writing, any assignment and/or subcontractors related to this contract.

### **COMMUNICATIONS REGARDING THE RFQ**

All questions regarding this RFQ are to be submitted, in writing, to Linda Boles, Purchasing Supervisor, via e-mail @ [lboles@dallascounty.org](mailto:lboles@dallascounty.org) or by fax to (214) 653-7449 or via mail to Dallas County Purchasing, 509 Main Street Room 623 Dallas, TX 75202.

All questions, comments and requests for clarification must reference the RFQ 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 will be made available exclusively through the Dallas County website for retrieval. Vendors are solely responsible for frequently checking this website for updates to this RFQ.

Addendums to this RFQ can be located at the following web address:

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

(go to the appropriate RFQ #, click on the appropriate hyperlink for viewing and/or downloading.)

**Upon release of the proposal, 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 with County employees, including elected officials. Such contact may result in the vendor being disqualified. All contact must be coordinated through Linda Boles, Purchasing Supervisor, for this procurement.**

#### **PRE-PROPOSAL CONFERENCE**

The County has scheduled a pre-proposal conference to be held in the on Friday, April 13, 2007 **at 10:00 a.m. in the HR Training Room - 509 Main Street, Rm. 634, Dallas, Texas 75202.**

**The County will hold one pre-proposal conference as detailed in this document.**

**Attendance at the pre-proposal conference is encouraged but is not mandatory. The purpose of this conference is to outline the scope of work and give potential Proposers an opportunity to ask questions and obtain clarification regarding any aspect of the RFQ.**

#### **QUESTIONS**

**Initial questions** are to be submitted, in writing, to Linda Boles by **2:00 p.m., April 10, 2007.** These questions will be addressed during the pre-proposal conference.

Firms will be required to submit, in writing, any **additional questions** presented at the pre-proposal and/or after the conference. Any/all additional questions must be received **by 2:00 p.m. (CST), April 18, 2007 (CST).** All questions and responses will be posted to the County's website in the manner as previously stated herein. Dallas County reserves the right to reject/not respond to any questions received after the April 18, 2007 deadline date.

#### **RFQ RESPONSE DUE DATE**

Unless otherwise posted, all Proposals to this RFQ will be due at **2 p.m. (CST) on Monday, April 30, 2007.** Offers will not be accepted after the due date and time specified and will be returned unopened.

### **LEGAL AUTHORITY**

The County of Dallas Texas (“Dallas County” or the “County”) is soliciting Offers of High Technology purchases as authorized in the State of Texas Local Government Code 262. The County desires a service solution that will not only meet its minimum requirements, but will offer the County the most functionality within its budgetary limitations. The RFQ, in accordance with State of Texas guidelines, provides for a negotiated procurement to obtain the “best value” for the County based on criteria defined herein. All information will be kept confidential until a contract is formally executed or the RFQ is cancelled.

### **EVALUATION CRITERIA**

A County evaluation team will evaluate the information provided by the proposing firms in response to the criteria established herein. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposals as determined by the Commissioners Court. Award of contract will be made in the best interest of the County and shall, therefore, be considered final.

#### **The following weighted criteria will be considered:**

Criteria	Maximum Allotted Points
I. Company Profile: (including but not limited to: financial stability, references, resumes, subcontractors, years of experience in similar field)	30
II. Cost Expectations	20
III. Technical/Methodology approach, implementation plan and timeline to deliver required services	35
IV. M/WBE Compliance: a) Certified (NCTRCA) Minority/Women-Prime Contractor (6) b) Utilization of Certified M/WBE sub-contractors (6)  c) EEO policy compliance (3)	15
<b>TOTAL</b>	<b>100</b>

Proposing firms are responsible for submitting all relevant, factual, and correct information for evaluation of the above criteria with their proposal. The evaluation committee will evaluate and score each proposal based on the data submitted.

### **SELECTION PROCESS**

*Step One:* Proposals will be evaluated by a review panel consisting of representatives from the following Dallas County departments: IT, Commissioners Court, Budget, and Purchasing. The County’s M/WBE Coordinator will solely score Section IV (M/WBE Participation/Documents). For clarification purposes, additional information may be obtained and/or interviews may be scheduled with some or all responding firms. The committee will submit a recommendation to the Commissioners Court identifying the firm or firms determined to be reasonably susceptible of being selected for award and approval to proceed with the Step Two of the RFQ process. The recommendation will be based on, but not necessarily limited to; the proposer’s experience, qualifications, MWBE participation, proposed strategy, and interview

*Step Two:* Upon direction/approval of the Commissioners Court, the committee will enter into Best and Final Offers (BAFO) with the identified short listed firm(s). The committee reserves the right to conduct additional interviews if deemed necessary during this stage of the RFQ process. Upon conclusion, the Commissioners Court will be briefed on the committee's conclusion of the firm deemed most susceptible for award and authorization to proceed to Step Three of the RFQ process. All firms will be accorded fair and equal treatment.

During the BAFO stage of the RFQ process, firms may offer and the County may accept revisions to the proposal. While the BAFO will, to a degree, be tailored to individual firms, care will be taken to ensure that all firms remain on the same competitive level and are proposing, substantially and materially, to the same conditions and requirements.

*Step Three:* Upon formal approval by the Commissioners Court, contract negotiations will be entered into with firm evaluated to be most qualified on the basis of demonstrated competence and qualifications.

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 Qualifications is canceled.

Upon 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 project. 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.

The County has the sole authority to reject any/or all RFQ's and to waive any minor irregularities as deemed in the best interest of the County.

All communications will be handled directly with the respective proposing firm(s) and closed to outside third parties and other proposing firms.

#### **DISQUALIFIED OFFERS**

Offers submitted via fax submission will not be accepted. Offers submitted other than as specified in this RFQ may not be considered. Offers submitted after due date and time will not be considered.

#### Submittal Address

Submit the completed response(s) to:  
Dallas County Purchasing Department  
Attn: Linda Boles, Purchasing Supervisor  
509 Main Street, Room 623 Records Building

Dallas, TX 75202

One (1) original and seven (7) copies sealed proposals shall be delivered by 2:00 P.M. (CST) on April 30, 2007 and shall be clearly marked "REQUEST FOR PROPOSALS NO. 2007-071-2776 , IT Help Desk Service Provider" on the outside of the package.

Proposals will not be accepted after the due date and time. The County is not responsible for sealing proposals, unmarked/improperly marked proposals or Proposals delivered to any other location.

### **QUALIFICATION CONTENT**

It is the intent of Dallas County to enter into a three (3) year contract with the selected firm for the exclusive rights to manage the Level 1 IT Service Help Desk. The purpose of this RFQ is to provide an opportunity for all interested parties and organizations to present the County with qualifications that demonstrate knowledge of setup, implementation and operation of a Level 1 IT Service Help Desk.

Submitted RFQ's shall describe what services will be provided for each component and by what party, the qualifications of the firms and individuals involved in providing these services, the experience of these firms and individuals and their familiarity with county government, particularly in Texas.

The following categories represent the minimum required information. Any additional information that highlights the firm's qualifications is highly encouraged.

### ***CATEGORY I: COMPANY PROFILE***

Provide the following information:

#### **COMPANY INFORMATION**

Certified /Audited Company financials  
 Company metrics, such as number of employees, offices, etc.  
 Company headquarter location  
 Publicly or privately held  
 Number of years in the IT Help Desk Service industry  
 Location in which Help Desk will be administered

#### **PERSONNEL**

Provide example resumes of key personnel including certifications achieved.

#### **REFERENCES**

Provide contact information for at least three (3) client references similar in size and value to that being requested. Information is to include:

Contact Name  
 Phone Number  
 Address  
 Length of Contract

***CATEGORY II: COST EXPECTATIONS***

A specific cost to Dallas County is not required at this time. However, provide a pricing model and its options (i.e. SLA based pricing).

***CATEGORY III: TECHNICAL, METHODOLOGY APPROACH, IMPLEMENTATION/TRANSITION PLAN******SERVICE LEVEL AGREEMENTS***

Provide an example of your firm's Service Level Agreement documents.

***PROCESS/METHODOLOGY***

Provide description of standard processes. Areas of interest include troubleshooting scripts, call tree examples, escalation procedures, severity one procedures, knowledge transfer procedures for shift changes, etc.

***HELP DESK SOFTWARE***

Provide overview of Help Desk software including core functionality, screen shots, web capabilities, hardware/software requirements for end user, and all other pertinent information deemed relevant.

***KEY PERFORMANCE INDICATORS***

Provide your company score card with statistics and metrics across your client base. An example would be percentage of missed and achieved SLA's.

***REPORTING***

Provide true examples of standard set of reporting offered to a client, as well as ad hoc capabilities.

***SATISFACTION SURVEYS***

Provide an example of various satisfaction surveys and methods of distribution and receipt. Provide recommended frequency of surveys.

***TECHNICAL REQUIREMENTS***

Provide technical requirements of client for software, hardware, telecom, network, etc.

## DALLAS COUNTY REQUIREMENTS

Address the following requirements in your list of qualifications:

<b>1.0 General Qualifications</b>		
1.1		Document, maintain and publish Help Desk Procedures
1.2		Provide Help Desk Support in English
1.3		Manage first contact for all Dallas County Help Desk issues
1.4		Provide County employee directory service assistance
1.5		Provide Help Desk software application
<b>2.0 Call Resolution Goals</b>		
2.1		Adhere to first call resolution for 55% of calls
2.2		Resolve 80% of calls for issues with standard office software (Examples: MS Office, Visio)
2.3		Resolve all password reset issues on the first call
2.4		Answer 90% of calls to Help Desk within 60 seconds
2.5		Resolve 90% of desktop hardware related issues
<b>3.0 Call Menu</b>		
3.1		Obtain DC IT Management approved call tree
3.2		Provide an option for caller to hit 0 and talk to a live person at any time
3.3		Provide simple and user friendly call tree
3.4		Provide a telephone number for Help Desk contact
<b>4.0 Help Desk Personnel - Level One</b>		
4.1		Record, prioritize, assign severity and monitor all calls
4.2		Route/escalate issues to Level 2 & 3 support in accordance with defined standards
4.3		Follow approved troubleshooting scripts
4.4		Clearly communicate with the user
4.5		Demonstrate professional and respectful behavior to caller at all times
4.6		Demonstrate ability to deal with angry callers and perform crisis management
4.7		Accurately evaluate and document call severity levels
<b>5.0 Issue Management</b>		
5.1		Manage all password resets except certain security sensitive applications
5.2		Forward password reset exceptions to appropriate IT personnel or software support
5.3		Monitor issue status through resolution
5.4		Provide status updates to reporting user(s) affected user(s)
5.5		Provide detailed call descriptions including but not limited to: Caller's name, Caller 's contact information, PC Name or IP Address, Physical location of the PC, Software related to the issue -
<b>6.0 Help Desk Application and Ticket Workflow</b>		
6.1		Provide user friendly software application that is easy to navigate
6.2		Provide Help Desk Application that adheres to DC IT Management severity level definitions
6.3		Provide a matrix that defines how calls will be categorized according to severity level
6.4		Provide Help Desk Applications with a seamless workflow for ticket tracking
6.5		Provide ticket status in real time
6.6		Provide a defined process for how issues will be communicated to the user
6.7		Send automatic notifications to user via email and pager, when the resolution time for an issue has lapsed
	6.7.1	Provide Severity One updates every hour to specified list of DC IT Management
	6.7.2	Provide Severity Two updates daily to specified list of DC IT Management
	6.7.3	Provide Severity Three and Four updates twice weekly to specified list of DC IT Management

6.8	Provide status update to end users based on severity levels criteria
6.9	Evaluate ticket trends to proactively define root cause issues of recurring Sev 1 & Sev 2
6.10	Recognize trends or outbreaks and report these to DC IT Management
6.11	Provide logical and easy to comprehend process flows used to support the help desk
6.12	Document all elements of ticket in detail so that transition of tickets between support levels is seamless Ensure complete knowledge transfer between levels.
6.13	Prevent users from repeating any steps with different levels of support by documenting each attempt at resolution in detail
6.14	Capture all resolution attempts and the final solution used to close the ticket.
6.15	Capture all attempts made to contact user to provide status.
6.16	Capture the amount of time an issue is open.
6.17	Avoid creating a ticket for inquiry calls related to phone numbers (Requirement 1.4)
6.18	Avoid creating a ticket for status update inquiries on existing issues
6.19	Provide automatic notification of unsatisfied SLA
6.20	Provide pre-notification of events affecting user community
<b>7.0 Information Access &amp; Data Repository</b>	
7.1	Provide DC IT Management with access to vendor application at all times
7.2	Provide DC IT Management with ability to view, close and open issues
7.3	Allow users to view status of tickets they have opened
7.4	Provide Help Desk Manager (or designated contact) 24/7 for updates on Sev 1 issues
7.5	Provide Help Desk Manager (or designated contact) from 6am to 7pm for updates on Sev 2 issues
7.6	Capture call information in a data repository with history for at least 24 months
7.7	Provide DC IT Management with real time access to the data repository
7.8	Provide DC IT Management with ability to query data repository for ad hoc reporting
7.9	Provide DC IT Management with direct access to Help Desk manager
7.10	Provide ability for users to search a "solutions database" for answers to typical questions, minor problems, known issues, etc.
7.11	Provide a knowledge database containing solutions for software installation and use, hardware issues, printing, networking, product maintenance, etc.
<b>8.0 Reports</b>	
8.1	Provide daily report that summarizes statistics of tickets opened, closed, and average resolution times by severity level
8.2	Provide daily reports showing issue details for all Sev 1 & Sev 2 tickets
8.3	Provide weekly reports documenting frequency of user status updates for all severity levels
8.4	Provide ability to down load data into popular PC spreadsheet, database and word processing file formats.
<b>9.0 Satisfaction Surveys</b>	
9.1	Conduct on-line customer satisfaction surveys at a frequency determined by DC IT Management
9.2	Obtain DC IT Management approval for questionnaire prior to distribution
9.3	Maintain a customer satisfaction score of 3.5, on a scale of 1-5
9.4	Report all negative satisfaction surveys to DC IT Management within 24 hours
9.5	Offer users an automatic on-line incident satisfaction survey upon incident resolution
9.6	Report all negative incident satisfaction surveys to DC IT Management within 24 hours

**CATEGORY IV: MINORITY/WOMEN OWNED BUSINESS COMPLIANCE**

All firms are to complete the M/WBE information forms with their response. Any questions regarding these forms are to be directed to Ms. Leffie Crawford, Minority Business Coordinator for Dallas County, at 214 653-6018.

## **GENERAL REQUIREMENTS**

### **AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFQ**

If a Firm discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, he shall immediately notify the County of such error in writing and request modification or clarification of the document. Any modification made to this RFQ will be issued as an addendum. Written notice will be given to all parties who have been furnished with the RFQ without divulging the source of the request for it.

If a Firm fails to notify the County prior to the date and time fixed for submission of Offers of an error or ambiguity in the RFQ known to him, or an error or ambiguity that reasonably should have been known to him, he shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

The County may also modify the RFQ prior to the date and time fixed for submission of Offers by issuance/posting of an addendum. All addenda will be numbered consecutively beginning with 1.

### **Offer Preparation Cost**

Dallas County shall not be responsible or liable for any costs associated with the preparation, submittal, presentation, or other costs incurred by participating in this procurement process.

### **Signature of Offer**

An individual who is authorized to bind the Firm contractually shall sign a transmittal letter, which shall be considered an integral part of the Offer. If the Firm is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

### **ECONOMY OF PRESENTATION**

Proposals are not to contain promotional or display materials, except as they may directly answer, in whole or in part, questions contained in the RFQ. Such exhibits shall be clearly marked with the applicable reference number of the questions in the RFQ. Proposals must address the requirements since the RFQ must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

### **OFFER OBLIGATION**

The contents of the Proposal and any clarification/negotiation thereto submitted by the successful Firm shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

### **IMPLIED REQUIREMENTS**

Products and services not specifically mentioned in this RFQ, but which are necessary to provide the functional capabilities described by the Firm, shall be included in the Proposal.

### **COMPLIANCE WITH RFQ SPECIFICATIONS**

It is intended that this RFQ describe the requirements and response format in sufficient detail to secure comparable Offers. The Firm's response must coincide with the format of the RFQ.

### **WITHDRAWAL OF PROPOSAL**

A proposing Firm may withdraw their Proposal by submitting a written request for its withdrawal, such request having the signature of an authorized company representative, to the County Procurement Coordinator at any time prior to the submission deadline. The Firm may thereafter submit a new Proposal prior to the deadline. Modifications offered after the deadline and before the BAFO process will not be considered.

### **STATUS/DISCLOSURE OF PROPOSAL**

All submitted Proposals become the property of the County and will not be returned to the proposing Firm.

The content of all RFQ's submitted shall remain in effect for a minimum period of 180 days.

Information requested in the RFQ deemed by the responding firm to be privileged and confidential must be marked "Privileged and Confidential Information." The County will endeavor to protect such information from disclosure to competitors to the extent allowable by law. Responding firms are advised that responses are subject to the Texas Public Information Act (Texas Open Records Act), Chapter 552, Texas Government Code.

All Proposal information, including detail price and cost information, shall be held in confidence until a contract is formally executed and/or the RFQ is cancelled. Upon award, the Proposals and associated materials shall be open for review by the public in accordance with The Texas Open Records Act. By submitting a Proposal, the proposing Firm acknowledges and accepts that the full contents of the Proposal and associated documents shall become open to public inspection. The County will uphold the confidentiality of Vendor trade secrets to the extent allotted by law. *All confidential information and trade secrets must be clearly identified and separated, by the Firm prior to submission of the Offer.*

### **CONTRACTUAL DEVELOPMENT**

The contents of the RFQ and selected Firm's proposal will become an integral part of the contract but may be modified by provisions of the contract as negotiated. Therefore, the proposing Firm must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFQ or subsequently during the selection process.

### **EXPENSE AND FEE REQUIREMENTS**

The Firm shall be responsible for payment of expenses and fees associated with the Performance of this agreement, including but not be limited to: wages, salaries, labor, services, materials, supplies, transportation, communications, licensing and inspection, taxes, insurance, bonds, etc.

Dallas County will pay based on the negotiations rates determined in the contract with units to be determined upon task assignment and may include additional rates for work outside the scope of the contract. All fees are to include all travel and other expenses for performing the contract.

### **INVOICES**

The awarded Firm will submit an itemized billing statement in accordance with the awarded contract requirements. Unless noted all invoices will be net 30 days upon receipt in the County Auditors Office.

The original invoice is to be sent to the County Auditor's Office 500 Main Ste. 407 Dallas, Texas 75202. A copy of the invoice is to be sent to the Dallas County MIS Director, 411 Elm St. 3<sup>rd</sup> Floor, Dallas, Texas 75202 for approval. Any disputes in billing must be resolved by the County MIS Director.

### **INDEMNIFICATION**

The Vendor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Vendor or any agent, servant, employee or sub-contractor of the Vendor in the execution or performance of this Contract. Vendor further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of Vendor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

### **COLLUSION**

The successful Vendor may be required to provide an affidavit that he has not conspired with other potential suppliers in any manner to attempt to control competitive pricing. This paragraph does not however, preclude two or more suppliers of certain parts of the requirements from presenting a combined or joint Offer for the purpose of providing a complete Offer.

### **PERFORMANCE BOND**

In accordance with Chapter 2253.01 of the Texas Local Government Code and upon execution of negotiated contract the awarded firm will submit a good and sufficient Performance Bond in an amount equal to 100 percent of the approximate total amount of the Contract, as evidenced by the negotiated contract value, or otherwise guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the Plans, Specifications and Contract Documents, including any extensions thereof, for the protection of Dallas County.

This bond shall provide for the repair and for maintenance attendant thereto, of all defects due to faulty materials, workmanship, defects, and failures that may appear within a period of one year from the date of completion and acceptance of the Work by the Commissioners Court.

In the event the contract is prematurely terminated due to non-performance and/or contractor request, Dallas County reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, Dallas County will seek it's attorney's fees and cost of suit from the Contractor.

Bonds shall be executed by a duly authorized surety company satisfactory to Dallas County. Dallas County will accept only those bonds executed by those surety companies listed in

Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury.

No sureties will be accepted by Dallas County who are now in default or delinquent on any bonds or who are interested in any litigation against Dallas County. All bonds shall be executed by corporate surety authorized to do business in the State of Texas.

Each bond shall be executed by the Contractor and the Surety. Each surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety ship.

All bonds shall be delivered to the Dallas County Purchasing Department, c/o Linda Boles, 509 Main Street, Room 623, Dallas, Texas 75202, within 30 days after award of the contract.

Dallas County will disburse no payments for goods and or services provided unless a good and sufficient bond is on file with the County.

#### **MONETARY RESTITUTION**

In the event the contract is prematurely terminated due to non-performance and/or withdrawal by the Vendor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the Vendor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination Vendor's rate and new company's rate) beginning the date of Vendor'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 Vendor.

#### **FINANCIAL 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, express or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of the County. It is the responsibility of the Bidder during all phases of the procurement process to notify the County in writing of any potential conflict of interest.

#### **LITIGATION**

Any Firm who is currently involved, either directly or indirectly with any litigation against or involving the County, which, as determined by the Commissioners Court, may not be in the best interest of the County may be disqualified and/or not considered for an award.

#### **RIGHT TO REJECTION**

The County reserves the right, at its sole discretion, to reject and any all Proposals or to cancel this RFQ in entirety as determined to be in the best interests of the County.

Any Proposal received, which does not meet the requirements of this RFQ, may be considered to be non-responsive, and the Proposal may be rejected. Proposers must comply with all of the terms of this RFQ and all applicable Federal, State and Local laws and regulations.

The County reserves the right, at its sole discretion, to waive any technicality in Proposals provided such action is in the best interest of Dallas County. Where the County waives minor technicalities in Proposals, such waiver does not modify the RFQ requirements or excuse the

proposing Firm from full compliance with the RFQ. Notwithstanding any minor technicalities, the County may hold any Firm to strict compliance with the RFQ.

#### **GOVERNING LAW VENUE**

The laws of the State of Texas shall govern any proposed agreement, and all obligations of the parties created hereunder are performable in Dallas County, Texas. In any legal action arising from this Agreement, the laws of Texas shall apply and exclusive venue shall lie in Dallas County, Texas.

#### **FISCAL FUNDING**

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

#### **ASSIGNMENT**

Firms shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Dallas County Commissioners Court. Should the County authorize the original awardee to subcontract (assign) any portion of this contract, the original awardee will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the original awardee must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of this contract and/or legal ramifications, due to nonperformance. Should the County authorize the original contractor to transfer this contract, in whole or part, the secondary contractor will maintain all the legal responsibilities set forth in the context of this contract; and the original contractor will continue to be responsible for the performance of the secondary contractor.

#### **INSURANCE REQUIREMENTS**

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

The Contractor, at its own expenses, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Texas, possessing a current A.M. Best, Inc. Rating of "A" or better.

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

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

Upon execution of the contract and prior to commencement of work, whichever is first, the successful vendor(s) shall have their insurance agent(s), broker(s) or insurer(s) enter policy information on-line into [www.ins-cert.com](http://www.ins-cert.com), and link the policy data to Dallas County. Vendor shall cause your insurance policy information to be kept current on [www.ins-cert.com](http://www.ins-cert.com) for the period of time that vendor performs under the awarded contract. Paper, faxed or emailed certificates will not be accepted. Vendor will cause agent, broker, or insurer to enter any restrictive or exclusionary provisions or endorsements that may affect vendor, Dallas County, and any party required to be named as Additional Insured, into the appropriate "Comments" field in [www.ins-cert.com](http://www.ins-cert.com). Vendor further agrees, upon request of County, to furnish copies of actual policy documents, certified by an authorized representative of the insurer(s), within ten (10) days of request.

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

Commercial General Liability: Contractor shall maintain Commercial General Liability Insurance with a limit not less than \$1,000,000.00 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage.

Crime Policy: Contractor shall maintain a Crime Policy for Employee Dishonesty with a limit not less than \$1,000,000.00. Coverage shall include provision for Theft, Disappearance and Destruction.

Professional Liability: Contractor shall maintain professional Liability insurance covering errors and omissions and, if policy is claims made, maintain thereafter for an additional three (3) years from the date the project is accepted as complete by the Commissioners Court, sufficient errors and omissions insurance in the amount of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) with certificates evidencing such coverage.

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)

Submitted responses/RFQ's shall become the property of Dallas County and shall be subject to any applicable open records statutes. The content of all RFQ's submitted shall remain in effect for a minimum period of 180 days.

Information requested in the RFQ deemed by the responding firm to be privileged and confidential must be marked "Privileged and Confidential Information." The County will endeavor to protect such information from disclosure to competitors to the extent allowable by law. Responding firms are advised that responses are subject to the Texas Public Information Act (Texas Open Records Act), Chapter 552, Texas Government Code.

### **INSURANCE LAPSES**

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

SUCCESSFUL FIRM FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO SUCCESSFUL FIRM'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. SUCCESSFUL BIDDER(S), 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 SUCCESSFUL FIRM'S FAILURE TO MAINTAIN INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, THE COUNTY SHALL COOPERATE WITH AND MAY MONITOR SUCCESSFUL BIDDER(S) IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE, MAKE EMPLOYEES AVAILABLE AS SUCCESSFUL FIRM MAY REASONABLY REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE REIMBURSEMENT BY SUCCESSFUL FIRM OF ALL COSTS AND EXPENSES OCCASIONED BY THE COUNTY'S COOPERATION IN SUCH DEFENSE. SUCCESSFUL FIRM AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT THE COUNTY'S CONSENT, WITH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.

### **DISCLOSURE FORM CIQ**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor 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 vendor 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.

**USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS**

Proposers are advised that all resultant contracts may be extended, with the authorization of the proposer, to other political jurisdictions to permit their ordering of services/supplies at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor(s) must deal directly with that jurisdiction or political subdivision concerning the placement of orders, 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 shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.