

COURT ORDER

48

ORDER NO: 2007 1858

DATE: SEPTEMBER 18, 2007

STATE OF TEXAS |

COUNTY OF DALLAS |

BE IT REMEMBERED, at a regular meeting of Commissioners Court of Dallas County, Texas, held on the
18th day of September, 2007, on
a motion made by Mike Cantrell, District #2, and seconded by
John Wiley Price, District #3, the following Court Order was adopted:

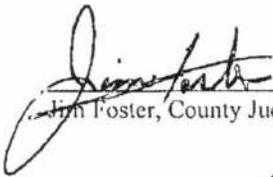
WHEREAS, on August 21, 2007, the Commissioners Court authorized staff to enter into contract negotiations with Buchanan Associates for RFQ No. 2007-071-2776 Request for Qualifications for Level I IT Help Desk Service Provider; and

WHEREAS, staff has negotiated a contract with Buchanan Associates; and

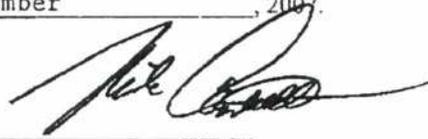
WHEREAS, staff requests that the Commissioners Court authorize award of RFQ No. 2007-071-2776 to Buchanan Associates and grant the County Judge the authority to execute the contract as drafted and approved by the Civil District Attorney's Office

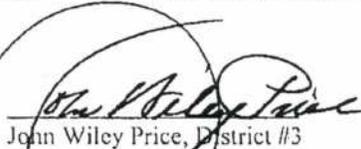
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court does hereby award RFQ No. 2007-071-2776 Request for Qualifications for Level I IT Help Desk Service Provider authorizing the County Judge to execute the contract between Dallas County and Buchanan Associates.

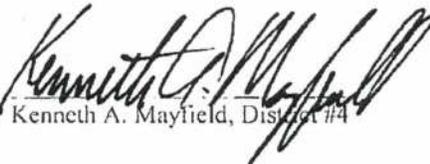
DONE IN OPEN COURT this the 18th day of September, 2007.


Jim Foster, County Judge

ABSENT
Maurine Dickey, District #1


Mike Cantrell, District #2


John Wiley Price, District #3


Kenneth A. Mayfield, District #4

Recommended by: 
Shannon S. Brown, Purchasing Agent/b

GOVERNMENT
EXHIBIT NO.
313
3:14-CR-293-M

AGREEMENT BETWEEN DALLAS COUNTY AND CONTRACTOR FOR PERFORMANCE OF LEVEL ONE (1) IT HELP DESK SUPPORT SERVICES

This Contract is entered into by and between Dallas County (hereinafter, "COUNTY"), a government entity formed and existing under the laws of the State of Texas, acting by and through the Dallas County Commissioners Court, and CSSI The Support Group, Inc. d/b/a Buchanan Associates (hereinafter, "CONTRACTOR"), address, for the purpose of providing Level One (1) IT Help Desk Support Services.

WITNESSETH:

WHEREAS, COUNTY seeks a Service Provider to provide Help Desk Support in response to all County Level One (1) IT problems and service requests; and

WHEREAS, CONTRACTOR has proposed and County has accepted CONTRACTOR'S offer to provide Level One (1) IT Help Desk Support Services in response to County's Request for Qualifications No. 2007-071-2776, issued in accordance with Chapter 262 of the Texas Local Government Code;

NOW, THEREFORE, COUNTY and CONTRACTOR, in consideration of the terms, covenants and conditions herein contained, do hereby contract as follows:

SECTION 1. SCOPE OF SERVICES

CONTRACTOR agrees to perform the services set forth in RFQ No. 2007-071-2776, which is attached hereto and incorporated by reference as Exhibit A, and Contractor's Response to RFQ No. 2007-071-2776, which is attached hereto and incorporated by reference as Exhibit B.

Contractor shall provide certain applications, suites of tools, and other software as listed in CONTRACTOR'S Response to RFQ No. 2007-071-2776 (hereinafter "Software"), necessary to deliver the services under this Contract.

SECTION 2. COUNTY RESPONSIBILITIES

County's responsibilities under this Contract are are listed in Exhibit C.

SECTION 3. ENGAGEMENT TERM

The initial term of this Contract is three (3) years, to commence upon the execution of this Contract by COUNTY.

SECTION 4. TERMS AND CONDITIONS OF PAYMENT:

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COUNTY shall compensate Contractor as follows:

TRANSITION COST

The initial, all inclusive, one-time Transition Cost is \$45,000.00¹.

This one-time cost includes Transition Phases I and II that occur for a period of ninety (90) days after contract award.

Phase III is available as an option for the County and would be provided on a time-and-materials rate of **\$95.00/per hour**.

The County agrees to provide their assigned/responsible deliverables as per a mutually agreed Implementation Project Plan, or the implementation costs will increase commiserate with the percentage of delay; i.e. 10% delay would conclude a 10% increase in implementation cost.

An explanation of the Transition can be found in the CONTRACTOR SERVICE INITIATION / TRANSITION section in Exhibit B.

¹Remote Access VPN or T1

If the County does not have a Cisco firewall infrastructure and adequate bandwidth to the internet, then the CONTRACTOR's one-time Transition Cost would increase from \$45,000 to \$49,000 and an additional \$1,000/month will be billed to the County for a dedicated T1 site-to-site connection.

PER-TICKET/PER-INCIDENT PRICING

The CONTRACTOR's per-ticket pricing is based on a guaranteed 2,500 incident/ticket* volume per month. The County will not be billed for Directory Assistance calls or ticket status checks/calls.

- **BASE FEE:** Lump sum monthly cost for 2,500 incidents per month: **\$63,200²**
- **TIER 1:** Lump sum (or base) monthly cost of \$63,200 for 2,500 incidents, plus an additional cost per incident when the monthly incident volume is equal to 2,501 to 4,000 incidents at a rate of **\$15.00 per ticket***, for all tickets exceeding 2,500.
- **TIER 2:** Lump sum (or base) monthly cost of \$63,200 for 2,500 incidents, plus an additional cost per incident when the monthly incident volume is over 4,001 incidents at a rate of **\$10.00 per ticket***, for all tickets exceeding 2,500.

¹ This one-time fee could potentially increase from \$45,000 to \$49,000 if Dallas County does not currently have a Cisco firewall infrastructure and adequate bandwidth to the internet in place to support our persistent site-to-site connectivity requirements.

² This is considered a Baseline Fee and will be billed each month regardless if monthly ticket volume falls below 2,500. Any ticket volume exceeding 2,500 tickets per month will be invoiced on the stated per ticket rate as outlined in this section.

- **No per-ticket charges for Directory Assistance calls or ticket status checks/calls.**

***TERMINOLOGY**

The CONTRACTOR will charge on a per-ticket basis when the Level 1 Help Desk has involvement in that ticket's lifecycle, including incidents, problems, changes, and requests³.

- **Ticket**: An all-inclusive term used to describe Incidents, Problems, and/or Service Requests; each type is identifiable in the Call Tracking System (CTS) Service Center system.
- **Incident**: A ticket-type identified in the CTS Service Center system reflecting an event that is not part of the standard operation of a service and which causes, or may cause, an interruption to, or a reduction in the quality of a service.
- **Problem**: A ticket-type identified in the CTS Service Center system reflecting the unknown, underlying cause of multiple incidents or a single significant incident.
- **Change**: A ticket-type identified in the CTS Service Center system reflecting a particular type of request addressing infrastructure and architecture modifications.
- **Request**: A ticket-type identified in the CTS Service Center system reflecting a request that does not require a change to the infrastructure. For example, a password reset request, information/status request, etc.
- **Directory Assistance Calls**: An operator assistance call received by the Level 1 Help Desk requesting Dallas County employee extension/telephone information.
- **Ticket Status Checks/Calls**: A call or email placed to the Level 1 Help Desk requesting the current status of an existing ticket.

SOFTWARE COSTS

Clickright Applications and CTS Service Center System

- System implementation is included in the one-time transition cost;
- A standard administration fee is included in the monthly base fee.
- CTS is available to all Dallas County staff identified as:

³ Excluding Directory Assistance calls and ticket status check/call requests.

⁵ "Level 1 Incidents" are defined as those ticket/incident types that are received by the Level 1 Help Desk and mutually considered resolvable by the Level 1 Help Desk. See also the section called LEVEL 1 INCIDENTS - RESPONSIBILITY MATRIX.

- 100 named Help Desk software users,
- 25 Dashboard users,
- Unlimited Knowledgebase users
- Unlimited Report Tool users
- Full Package of Standard Reports are included,
- Web-based Knowledgebase (Socrates) is included,
- Unlimited Customer Surveys via CTS Service Center and specific survey initiatives through a separate web-based survey tool is also included.

For every group of an additional 25 users above 100, the CONTRACTOR will charge an additional \$200.00 per month.

Custom Clickright and/or CTS Service Center Software

Any custom requirements generated by Dallas County that requires special code development by the CONTRACTOR will be entered into under a time-and-materials agreement to include, but not limited to:

- Custom Reports as needed
- Customizable Dashboard/Portal
- Custom CTS Service Center workflow
- CTS New Hire / Termination Forms (standard templates are included in standard CTS Service Center System)

SECTION 5. BILLING AND PAYMENT:

CONTRACTOR will invoice the County for the Transition Fees on the date of the award of a contract to provide Level One (1) Help Desk Support Services. Upon commencement of services under the contract, Contractor will invoice County monthly for the subsequent month's services.

- A. CONTRACTOR understands and agrees that a temporary delay in making payments to Consultant because of or due to County's accounting and disbursement procedures shall not place County in default of this Contract and shall not render County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after the due date. Consultant understands and agrees that any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
- B. CONTRACTOR shall pay all of its own out-of-pocket expenses.

- C. CONTRACTOR will not be paid or reimbursed for funds used or spent for any unauthorized or unallowable use under this Contract or any state and/or federal regulations.

SECTION 6. CONFIDENTIALITY:

Contractor agrees to perform the services hereunder in accordance with all applicable state, federal and local laws, ordinances, rules and regulations relating to the services performed under this Contract. Contractor shall not access any information which it is not authorized to receive, and under no circumstances shall it release or divulge any confidential material, information, or documents received in the performance of services under this Contract.

SECTION 8. CONTRACTOR'S SOFTWARE

Except as indicated herein below, or as the Parties may otherwise agree in writing, development or improvements made to the Software provided by Contractor under this Contract shall be considered instantly vested and fully owned by Contractor as fully and completely as if a proper, enforceable work for hire under the copyrights laws. If any such Software improvements are not considered a work made for hire under applicable law, County hereby irrevocably assigns to CONTRACTOR all of COUNTY's right, title, and interest in and to such improvements. COUNTY shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Contractor fails to obtain ownership of the improvements and such ownership is vested in COUNTY or its employees or agents, COUNTY agrees to i) promptly and legally transfer rights in such improvements to CONTRACTOR wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the SOFTWARE improvements for any purpose, and to assign and sublicense its license rights.

The Parties further agree that, upon any expiration/termination of the Contract, in the event the Parties mutually agree to enter into a license for the Software (including any improvements) at any then-existing pricing terms, provided such terms are commercially reasonable (said terms potentially including a fee to defray the costs associated with separating the Service Provider Software (including any improvements) from the infrastructure upon which they reside), COUNTY shall not pay any additional fees or other consideration for Software improvements conceived or reduced to practice during the course of (and in conjunction with the Services associated with) this Contract.

The Parties further agree that, in the event COUNTY elects to enter into a license with CONTRACTOR for the Software (including any CONTRACTOR Software improvements), such license shall (1) be for the express benefit of COUNTY alone; and (2) include a commitment by COUNTY that no third party (including any third party service provider providing services, such as IT services, to COUNTY) shall have access

to the Software (including any Contractor Software improvements) without a contractual commitment that (2a) said third party's access and use shall be limited to access and use for the express benefit of COUNTY alone; and (2b) said third party shall not access or use Software (including any improvements) for the purpose of developing or modifying a competitive product.

COUNTY's right to use the Software and Third Party Software is granted only during the term of this Contract.

Any additions or modifications to this Section shall be made by mutual agreement of the Parties.

SECTION 9. TERMINATION:

Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or in part, by giving thirty (30) calendar days prior written notice thereof to the other party with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. COUNTY shall compensate CONTRACTOR in accordance with the terms of this Contract for services performed prior to the date specified in such notice. In the event of a cancellation, CONTRACTOR shall cease any and all services under this Agreement on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, CONTRACTOR shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. To the extent federal funds are available and reimbursement is permitted, COUNTY will reimburse CONTRACTOR for non-canceled obligations that were incurred prior to the termination date. Upon termination of this Agreement as herein above provided, any and all COUNTY data, documents and information in CONTRACTOR's possession shall be returned to COUNTY within five (5) working days of the date of termination. In no event shall COUNTY's termination of this Agreement, for any reason, subject the COUNTY to liability.

1) Without Cause: This Contract may be terminated, in whole or in part, without cause, by the COUNTY upon thirty (30) calendar days prior written notice to the CONTRACTOR subject to a termination fee equal to two (2) month's services fees invoiced to the COUNTY.

This Contract may be terminated, in whole or in part, without cause, by either party upon ninety (90) calendar days prior written notice to the other party without a fee.

2) With Cause: County reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

- a) Lack of, or reduction in, funding or resources;

b) Non-Performance. CONTRACTOR's non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by the County. Termination, in whole or in part, by the County under this Section may be made at County's option and without prejudice to any other remedy to which County may be entitled to at law or in equity, or elsewhere under this Contract, by giving thirty (30) days written notice to CONTRACTOR with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. County shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized. At County's sole discretion and with written notice by County, CONTRACTOR may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. County will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with CONTRACTOR's performance, such problems and/or deficiencies being determined by County. Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in no way limit or waive County's right to terminate this Contract under any other provisions herein.

c) CONTRACTOR's improper, misuse or inept performance of services under this Contract;

d) CONTRACTOR's failure to comply with the terms and provisions of this Contract;

e) CONTRACTOR's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;

f) In County's sole discretion, if termination is necessary to protect the health and safety of clients;

g) If CONTRACTOR becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

h) CONTRACTOR's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

SECTION 10. MONETARY RESTITUTION:

In the event this Contract is prematurely terminated due to non-performance and/or withdrawal by CONTRACTOR, COUNTY shall have the right to seek monetary restitution (to include but not limited to withholding of monies owed) from 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 vendor'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, COUNTY will seek its attorney's fees and costs of suit from CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR:

In performing services under this Agreement, CONTRACTOR is acting as an independent contractor. Nothing herein shall be construed as creating any employer-employee or agency relationship between the parties.

SECTION 12. INDEMNIFICATION:

CONTRACTOR shall forever waive, release, indemnify, and hold harmless COUNTY, its assigns, officers, directors, employees, agents, representatives (referred collectively in this Section as "County"), from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and expenses (whether based upon tort, breach of contract, patent or copyright infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), including, without limitation, legal and related legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from (1) any actual or alleged intentional or negligent act or omission of, or default in the performance of its obligations pursuant to this Agreement by CONTRACTOR, its assigns, or its subcontractors, officers, directors, employees, agents or representatives (referred collectively as "CONTRACTOR"), (2) CONTRACTOR's involvement in the specified services under this Agreement, and (3) Any terms or conditions or provisions or underlying provisions of this Agreement, including but not limited to, any premises or special defect known or unknown to County, and any injury to individuals present during CONTRACTOR's involvement under the terms and conditions of the services and Agreement, including willful acts such as assault;

AND FURTHER, CONTRACTOR, to the fullest extent allowed by law, agrees to waive, release, indemnify and hold harmless County against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards

and/or other expenses, of any kind or nature whatsoever (whether based upon tort, breach of contract, patent or copyright infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), including, without limitation, legal and related legal fees and expenses of any kind or nature that are incurred by or sought to be imposed on County arising out of or on account of, or resulting from injury (including death), including, but not limited to, exposure to any disease, by any manner or method whatsoever, or damage to property (whether real, personal, or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to the Agreement and/or specified services. This indemnification shall apply, whether or not any such injury or damage has been brought on any theory of liability, intentional wrongdoing, strict product liability, County's negligence, or breach of non-delegable duty. CONTRACTOR further agrees to defend (at the election of County) at its sole costs and expense against any claim, demand, action or suit for which indemnification is provided herein.

Approval and acceptance of CONTRACTOR's services by County shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its subcontractors, employees, officers, agents, invitees, licensees or assigns 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, its subcontractors, employees, officers, agents, invitees, licensees or assigns in this regard. CONTRACTOR shall defend, hold harmless, and indemnify the County for damages resulting from such defects, errors or omissions. These provisions shall survive termination, expiration, or cancellation of this Agreement or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

In event of claim of loss, damage or indemnity by County against Contractor, Contractor's liability, if any, in excess of its insurance coverage shall be limited to the amount of its fees actually paid under this Agreement.

SECTION 13. SOVEREIGN IMMUNITY:

This Contract is expressly made subject to County's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal law. 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 parties or the County has by operation of law. Nothing in this Contract is intended to benefit any third-party beneficiary.

SECTION 14. OWNERSHIP OF DOCUMENTS

All reports, information and other deliverable data, given to, prepared or assembled by CONTRACTOR under this Contract shall be delivered to COUNTY, without restriction on future use. COUNTY at its expense may make copies of any and all documents.

SECTION 15. INSURANCE REQUIREMENTS

CONTRACTOR ("Firm" for purposes of this Section) agrees that it will at all times during the term of this Contract maintain in full force and effect insurance as provided herein.

A. Within ten (10) calendar days after the Effective Date of this Contract, Firm shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any work. Firm shall, in the stated ten (10) day period, furnish to the Dallas County Purchasing Director (at the address provided below in this Insurance Section) verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Contract, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such insurance shall show COUNTY as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the Contract term and each renewal period, if any. 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).

B. Such insurance shall provide, at a minimum, the following coverages:

1) Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 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: Firm shall maintain a Crime Policy for Employee Dishonesty with a limit of not less than \$1,000,000.00. Coverage shall include provision for Theft, Disappearance and Destruction.

2) 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. 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 the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers Compensation statute, the Contractor shall provide and shall cause each sub-contractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

Types of Coverage

Limits of Liability

Workers' Compensation

Statutory

Employer's Liability

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

3) Professional Liability. Firm 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.

2) Comprehensive Automotive Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (cab), Firm shall furnish to the County Risk Manager a certificate showing comprehensive auto liability insurance covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the work performed under this Contract, with the minimum limits of State required automobile liability insurance for bodily injury and property damages.

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

- 1) This insurance shall not be canceled, limited in scope or coverage or nonfor non-payment of premium, has been given by the insurance company to the COUNTY.
- 2) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insureds under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.
- 3) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.
- 4) Provide for an endorsement that the other insurance clause shall not apply to the COUNTY where COUNTY is an additional insured on the policy.
- 5) Provide for notice to the COUNTY Purchasing Director at the address shown in this Contract by registered mail, return receipt requested, and full postage paid, sent to:

Records Building, 6th Floor
509 Main Street, Room 103
Dallas, Texas 75202-5799

D. Firm agrees to waive subrogation, and each applicable policy of insurance shall state a waiver of subrogation, against COUNTY, its elected officials, officers, employees, agents and representatives for injuries, including death, property damage and/or any other loss.

E. Firm shall provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

F. It is agreed that the Firm's insurance shall be deemed primary with respect to any insurance or self-insurance carried by COUNTY for liability arising out of operations under this Contract with the COUNTY.

G. Firm shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured in the event that an insurance company should deny coverage. All insurance coverage shall be on an occurrence basis or a claims basis if Firm provides for three (3) year tail coverage, unless specifically approved in writing and executed by County Risk Manager.

H. It is the intent of these requirements and provisions that insurance covers all cost and expense so that COUNTY will not sustain any expense, cost, liability, or financial risk as a result of the performance of services under this Contract.

I. Except as otherwise expressly specified, Firm shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against COUNTY, whether by way of subrogation or otherwise.

J. Insurance certificates. The certificates of insurance shall list COUNTY as the certificate holder. All insurance policies or duly executed certificates for the same required to be carried by Firm under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Purchasing Director 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.

L. If Firm and/or its subcontractors fail to comply with any of the requirements relating to insurance, COUNTY, in addition to all other remedies allowed by this Contract or in law, may, at its sole discretion and without waiving any rights that it may have, and in addition to all other remedies allowed by this Contract, obtain such insurance and deduct from the payments to Firm the expense of obtaining such insurance and the cost of insurance premiums. However, neither Firm 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 Firm.

M. In the event Firm fails to maintain insurance as required herein, Firm shall immediately cure such lapse in insurance coverage at 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 Firm, including costs and reasonable attorney's fees relating to COUNTY's attempt to cure such lapse in coverage. Such costs as 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 FIRM by COUNTY. Moreover, 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 Firm 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.

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

N. Approval, disapproval or failure to act by COUNTY regarding any insurance supplied by Firm shall not relieve Firm 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 Firm from liability.

O. Minimum insurance is a condition precedent to any work performed under this Contract and for the entire term of this Contract, including any renewals or extensions. In addition to any and all other remedies COUNTY may have upon Firm's failure to provide

and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, COUNTY shall have the right to:

- 1) Order Firm to stop work hereunder, which shall not constitute a Suspension of Work;
- 2) Withhold any payment(s) which become due to Firm hereunder until Firm demonstrates compliance with the requirements hereof and assurance and proof acceptable to COUNTY that there is no liability to COUNTY for failure to provide such required insurance;
- 3) At its sole discretion, declare a material breach of this Contract, which, at COUNTY's discretion, may result in:
 - a) termination of this Contract;
 - b) demand on any bond, as applicable;
 - c) the right of COUNTY to complete this Contract by contracting with the "next low proposal." Firm will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to COUNTY by Firm on demand; or
 - d) any combination of the above;

P. Firm shall advise COUNTY in writing within twenty-four (24) hours of any claim or demand, against COUNTY or Firm, known to Firm related to or arising out of Firm's activities under this Contract.

Q. Acceptance of the services by COUNTY shall not constitute nor be deemed a release of the responsibility and liability of Firm, 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 Firm, its employees, subcontractors, and agents.

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

S. Firm shall notify COUNTY in the event of any change in coverage and shall give such notices not less than thirty days prior to the change, which notice must be accompanied by a replacement certificate of insurance.

T. Standard of Care: Services provided by Firm under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar Contracts.

U. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

V. The provisions of this Section shall survive termination or expiration of this Contract or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

SECTION 16. RIGHT OF REVIEW AND AUDIT

COUNTY may review any and all of the services performed by CONTRACTOR under this Contract. COUNTY is hereby granted the right to audit, at COUNTY's expense and election, all of Firm's records and billings relating to the performance of this Contract. Firm agrees to retain such records for a minimum of three (3) years following completion of this Contract.

SECTION 17. PREVENTION OF FRAUD AND ABUSE

CONTRACTOR shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Contract. Any known or suspected incident of fraud or program abuse involving Contractor's employees or agents shall be reported immediately by the COUNTY to the Office of the Inspector General for appropriate action. Moreover, CONTRACTOR warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. CONTRACTOR and COUNTY agree that any persons who, as part of their employment, receive, disburse, handle or have access to funds collected pursuant to this Contract do not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. CONTRACTOR shall, upon notice by COUNTY, refund expenditures of the CONTRACTOR that are contrary to this Contract and deemed inappropriate by the COUNTY.

SECTION 18. TRANSITION SERVICES REQUIRED OF CONTRACTOR

Upon notice of termination and/or expiration of this Contract, COUNTY shall immediately have the right to audit any and all records of CONTRACTOR relating to this Contract. Moreover, upon termination and/or expiration date of this Contract, CONTRACTOR agrees to transition the services provided herein in a cooperative manner and provide anything requested from the COUNTY at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) All Contract and services documentation identified in a complete, neat and orderly manner; (ii) Good faith pledge to cooperate with County upon transition of services to another contractor or County department providing the same or similar services; (iii) Final accounting of all income from the Contract; (iv) Downloading and removal of all County information from the CONTRACTOR's equipment and software; (v) Removal of

CONTRACTOR services without affecting the integrity of COUNTY's systems; and (vi) All Records and County property. This provision shall survive Contract termination.

SECTION 19. CONFIDENTIAL OR PROPRIETARY MARKING

Any information or documents the CONTRACTOR uses in the performance of the services provided under this Contract that CONTRACTOR considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the nonrelease of the documents or information under the Texas Open Records Act or otherwise required by law.

SECTION 20. TAX

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 Tex. Loc. Gov't Code § 151.309, and shall therefore not be liable or responsible to the CONTRACTOR for the payment of such taxes under this Contract.

The fees paid to 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 CONTRACTOR's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by CONTRACTOR in performing its obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by CONTRACTOR.

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

SECTION 21. SECURITY FOR FAITHFUL PERFORMANCE

With the execution and delivery of the Contract, CONTRACTOR shall furnish and file with Dallas County within thirty (30) calendar days of award and in the amounts herein required, the following Surety Bonds. Such Surety Bonds shall be in accordance with the provisions of Section 2253.01 of the Texas Local Government Code and/or as amended.

A. A good and sufficient Bond in an amount equal to one hundred percent (100%) of the approximate total amount of the Contract, as evidenced by the RFP# 2007-071-2776,

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 the County. Should COUNTY exercise any Contract extension option for additional Contract terms, it will be CONTRACTOR's responsibility to have the surety company provide to County confirmation of the existing bond or provide a new bond, if applicable. 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 Commissioners Court.

B. Bonds shall be executed by a duly authorized surety company satisfactory to the County. The 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."

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

D. Each bond shall be executed by 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.

E. In lieu of a performance bond, Contractor may submit a cashiers check in the amount of five percent (5%) of the total Contract amount guaranteeing the full and faithful execution of the work and performance of the Contract in accordance with the Contract documents, including any extension thereof for the protection of the County.

F. In the event the Contract is prematurely terminated due to non-performance and/or Contractor's request, County reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, County will seek its attorney's fees and costs of suit from Contractor, which amount Contractor shall immediately pay.

G. All bonds shall be delivered to the *Dallas County Purchasing Department, c/o Linda Boles, 509 Main Street, 6th Floor Dallas, Texas 75202*, within thirty (30) calendar days after award of the Contract.

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

SECTION 22. CONFIDENTIALITY AND OPEN RECORDS ACT

A. CONTRACTOR shall not disclose privileged or confidential communications or information acquired in the course of the performance of the services under this Contract,

unless authorized by law. CONTRACTOR agrees to adhere to all confidentiality requirements, as applicable, for work conducted for COUNTY under this Contract.

B. Open Records or Public Information Act. The parties acknowledge and agree that County is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Open Records Act" or the "Texas Public Information Act" (hereinafter "Open Records Act"). Notwithstanding any other provision, including exemptions or exceptions to the Open Records Act, the parties agree that in the event that any provision of this Contract, or other documents related to this Contract, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Open Records Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. CONTRACTOR hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information furnished by CONTRACTOR or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

C. Notwithstanding the foregoing, COUNTY agrees, to the extent permitted by the Open Records Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to County, or any information related to this Contract, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing County's obligations under this Contract, unless prior written notification is given by County that such specified item will be released under the Open Records Act.

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

SECTION 23. INDEPENDENT CONTRACTOR

CONTRACTOR, including its agent, student or employee, is an independent CONTRACTOR and not an agent, servant, joint enterpriser, joint venturer, or employee of 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.

SECTION 24. SUBCONTRACTING

Firm may not enter into Contracts with subcontractors for delivery of the designated services outlined in this Contract without prior written consent of the COUNTY. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by CONTRACTOR will be in writing and subject to all requirements herein. CONTRACTOR agrees that it will solely be responsible to COUNTY for the performance of this Contract. Firm shall pay all subcontractors in a timely manner. COUNTY shall have the right to prohibit Firm from using any subcontractor.

SECTION 25. ASSIGNMENT

During the term of this Contract, CONTRACTOR may not sell, assign, transfer or convey this Contract without the written consent of Dallas County Commissioners Court. Should COUNTY authorize CONTRACTOR to subcontract (assign) any portion of this Contract, CONTRACTOR will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, CONTRACTOR shall maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor(s). In the event of failure by CONTRACTOR to comply with these requirements, COUNTY may, at its option, terminate this Contract.

CONTRACTOR understands and agrees that in the event that all or substantially all of CONTRACTOR's assets are acquired by another entity, CONTRACTOR is still obligated to fulfill the terms and conditions of this Contract. However, in the event of the assignment or sale of CONTRACTOR's assets, COUNTY, at its option, may terminate or renegotiate the terms of this Contract.

SECTION 26. INVALIDITY

If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

SECTION 27. GOVERNMENT FUNDED PROJECT

If Contract is funded in part by either the State of Texas or the federal government, CONTRACTOR agrees to timely comply without additional cost or expense to

COUNTY, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Contract.

SECTION 28. FISCAL FUNDING

Notwithstanding any provisions contained in this Contract, the obligations of the COUNTY under this Contract are expressly contingent upon the availability of funding for each item and obligation for the term of the Contract and any pertinent extensions. CONTRACTOR shall have no right of action against COUNTY in the event COUNTY is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Contract or failure to budget or authorize funding for this Contract during the current or future fiscal years. In the event that COUNTY is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding, or if funds become unavailable, COUNTY, at its sole discretion, may provide funds from a separate source or may terminate this Contract by written notice to CONTRACTOR at the earliest possible time prior to the end of its fiscal year.

SECTION 29. WRITTEN NOTICE

Any notice or certification required or permitted to be delivered under this Contract shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

To COUNTY:	Shannon Brown Director of Purchasing 411 Elm Street, 6 th Floor Dallas, Texas 75202
To CONTRACTOR:	CSSI The Support Group, Inc. d/b/a Buchanan Associates 125 E. John Carpenter Frwy Suite 1200 Irving, TX 75062

SECTION 30. ENTIRE CONTRACT

It is understood that this Contract contains the entire Contract between the parties and supersedes any and all prior Contracts, arrangements, or understandings, written or oral, between the parties relating to the subject matter. No oral understandings, statements,

promises or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally. No verbal Contract or conversation with any officer, agent or employee of COUNTY, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations hereunder.

SECTION 31. AMENDMENTS AND CHANGE 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. 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.

SECTION 32. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Contract, CONTRACTOR must observe and comply with all 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. Texas Law shall govern this Contract and exclusive venue shall lie in Dallas County, Texas.

SECTION 33. PROMPT PAYMENT ACT

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

SECTION 34. WAIVER

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

SECTION 35. BINDING EFFECT

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

SECTION 36. SEVERABILITY

If any provision of this Contract shall be held invalid, void or unenforceable, remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

SECTION 37. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this Contract are cumulative, and either party's using 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.

SECTION 38. HEADINGS

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Contract.

SECTION 39. NUMBER GENDER

Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

SECTION 40. COUNTERPARTS

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.

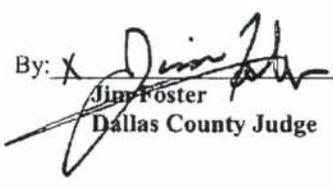
SECTION 41. SIGNATORY WARRANTY

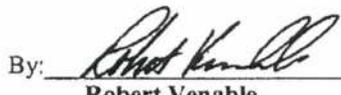
The parties represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.

EXECUTED THIS _____ DAY OF _____ 2007.

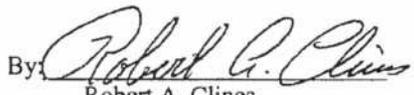
DALLAS COUNTY

CSSI, THE SUPPORT GROUP, INC.
d/b/a BUCHANAN ASSOCIATES

By:  _____
Jim Foster
Dallas County Judge

By:  _____
Robert Venable
VP of Finance

Approved for technical content:

By:  _____
Robert A. Clines
CIO Dallas County

Approved as to form:

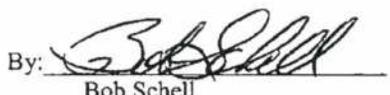
By:  _____
Bob Schell
Chief, Civil Division

EXHIBIT A: RFQ No. 2007-071-2776

PLEASE SEE THE FOLLOWING PAGES FOR THIS MATERIAL



NOTICE

Dallas County specifications supercede any changes made by the Bidder, unless otherwise approved in writing by Dallas County.

Vendors Downloading Bid/Proposal Specifications from Dallas County Website agree to the following:

VENDOR MUST IMMEDIATELY RETURN THIS FORM BY FAX

VENDORS RESPONSIBILITY:

Vendors are responsible to download and complete any addendums.

*Addendums will be posted on the Dallas County Website no later than 72 hours prior to Bid Opening

*Addendum's extending Bid Openings may be posted on the same day

SPECIFICATION DOWNLOADED ACKNOWLEDGMENT

Bid No. 2007-071-2776

Request for Qualifications for Level 1 IT Help Desk Service Provider

COMPANY NAME: _____

CONTACT PERSON: _____

MAILING ADDRESS: _____

TELEPHONE: _____ FAX NUMBER: _____

E-MAIL: _____ Web site: _____

SIGNATURE: _____ DATE: _____

Federal Tax I.D.# _____

FAX TO: DALLAS COUNTY PURCHASING DEPARTMENT

214-653-7878 or 214-653-7449

PLEASE NOTE:

1. BIDDERS MAY NOT RETURN OFFERS FOR PROPOSALS BY FAX AND/OR E-MAIL
2. BIDDER MUST FOLLOW THE INSTRUCTIONS FOR BID/PROPOSAL SUBMISSION AS OUTLINED IN THE INSTRUCTION TO BIDDERS.

DALLAS COUNTY IS NOT RESPONSIBLE FOR BIDDERS FAILING TO ADHERE TO THIS REQUIREMENT. CHANGES OR MODIFIED SPECIFICATION WILL BE REJECTED.

001040

SBP-1A-112-0060-01-1040



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., 6th 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 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

RFQ 2007-071-2776

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/department/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
TOTAL	100

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

RFQ 2007-071-2776

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001045

SBP-1A-112-0060-01-1045

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:

1.0 General Qualifications		
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
2.0 Call Resolution Goals		
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
3.0 Call Menu		
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
4.0 Help Desk Personnel - Level One		
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
5.0 Issue Management		
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 -
6.0 Help Desk Application and Ticket Workflow		
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
7.0 Information Access & Data Repository	
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.
8.0 Reports	
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.
9.0 Satisfaction Surveys	
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 St. 407 Dallas, Texas 75202. A copy of the invoice is to be sent to the Dallas County MIS Director, 411 Elm St. 3rd 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.

RFQ 2007-071-2776

12

001052

SBP-1A-112-0060-01-1052

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, and link the policy data to Dallas County. Vendor shall cause your insurance policy information to be kept current on 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. 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.

RFQ 2007-071-2776

16

001056

SBP-1A-112-0060-01-1056

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.



**DALLAS COUNTY
INSURANCE REQUIREMENT AFFIDAVIT**

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 of notification of such award, furnish a valid insurance certificate to Dallas County meeting 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 provide a valid insurance certificate meeting all requirements within ten days of notification of award.

If the above ten day requirement is not met, Dallas County may reject this bid and award the contract to the next lowest responsible bidder meeting specifications. If you have any questions concerning these requirements, please contact Mr. Jim Gresham, Risk Manager, Dallas County Human Resource/Civil Service Department at (214) 653-7604.

Insurance Agent/Broker Signature: _____ Date: _____

Bidder's Signature: _____ Date: _____



DALLAS COUNTY
M/WBE SPECIFICATION FOR BIDS/RFP'S

Questions concerning this section should be directed to:

Leffie T. Crawford, Minority Business Officer
Minority & Women Business Enterprises
email: ltcrawford@dallascounty.org
Phone: 214-653-6018 / Fax: 214-653-7449

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SBP-1A-112-0060-01-1060

**MINORITY/WOMEN 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 remain 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 Each firm responding to this solicitation shall be required to submit with their bid 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 a Letter of Assurance B.
- 4. MBE/WBE Identification.
- 5. Vendor Statistical Report (must also be submitted on subcontractors with 20% or more of the work).
- 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.

filename: c:/mwbe/mwbe_899.wpd

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/subconsultants. 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 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 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 \$ _____
(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 _____

SBP-1A-112-0060-01-1063

001063

Minority/Women Business Specification

[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 Minority and Women-Owned Business Enterprises in subcontract/subconsultant 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 a 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 demonstrated that it is our normal business practice to do so.
or

without the services of M/WBE subcontractors/subconsultants. 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 a certified vendor)			

NOTE: Each 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* # _____

Women Business Enterprise (WBE) - The bidder/proposer represents that it:
 is, is not a women-owned business, NCTRCA* # _____

*NCTRCA = North Central Texas Regional Certification (must be certified, by)

DALLAS COUNTY Vendor Statistical Report <small>(prime/subs performing >19% of invoice)</small> Permanent Full-Time Employment <small>(not part time/temp/seasonal)</small>		COMPANY NAME:					
		ADDRESS:					
		TELEPHONE:					
MALE	WHITE	BLACK	HISPANIC	NATIVE AMER.	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operatives (Semi Skilled)							
Laborers (Unskilled)							
SERVICE WORKERS							
TOTAL							
FORMAL ON-THE-JOB TRAINING:							
WHITE COLLAR							
PRODUCTION							
FEMALE	WHITE	BLACK	HISPANIC	NATIVE AMER.	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operative-(Semi Skilled)							
Laborers (Unskilled)							
Service Workers							
TOTAL							
FORMAL ON-THE-JOB TRAINING:							
WHITE COLLAR							
PRODUCTION							
TOTAL							
CHECK ONE:	Minority-Owned Firm Certification #			Issued by NCTRCA	Signature/Date:		
	Women-Owned Firm Certification #			Issued by NCTRCA	Typed Name and Title:		
	Non-Minority Owned Firm						

DESCRIPTION OF JOB CATEGORIES

Officials and Managers - Occupations requiring administrative/managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. *Includes:* officials, executives, middle managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. *Includes:* accountants/auditors, airplane pilots, navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel/labor relations specialists, physical scientists, physicians, social scientists, teachers, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through two (2) years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. *Includes:* computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

Sales - Occupations engaging wholly or primarily in direct selling. *Includes:* advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond-sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

Office and Clerical - Includes clerical type work regardless of level of difficulty, where the activities are predominately non-manual though some manual work not directly involved with altering or transporting the products is included. *Includes:* bookkeepers, collectors (bills/accounts), messengers, office helpers, office machine operators (incl.computer), shipping- receiving clerks, stenographers, typists, secretaries, telegraph/telephone operators, legal assistants, and kindred workers.

Craft Workers (skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. *Includes:* building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern/model makers, stationary engineers, tailors, traiteurs, art occupations, hand painters, coaters, bakers, decorating occupations, and kindred workers.

Operatives (semiskilled) - Workers who operate machine or processing g equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. *Includes:* apprentices (auto mechanics, plumbers bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitches, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, stationary fire fighters, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers,meat cutters, inspectors, testers and graders, hand packers and packages, and kindred workers.

Laborers (unskilled) - Workers in manual occupations which generally require no special training, performs elementary duties that may be learned in a few days and requires the application of little or no independent judgement. *Includes:* garage laborers, car washers and greasers, groundskeeper and gardeners, farm workers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

Service Workers - Workers in both protective and non-protective service occupations. *Includes:* attendants (hospital and other institutions, professional and personal service, including nurses aides, and orderlies), barbers, char-workers and cleaners, cooks counter and fountain workers, elevator operators, fire fighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detective, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, users, public transportation attendants, and kindred workers.

On-the-Job Trainees:

Production - Persons engaged in formal training for craft worker -- when no trained under apprentice programs -- operative, laborer and service occupations.

White Collar - Persons engaged in formal training, for official, managerial, professional, technical, sales, office and clerical occupations.

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 Mgr _____

Date _____

SBP-1A-112-0060-01-1067

001067

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

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	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
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. 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.

Social security number								

or

Employer identification number								

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

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. person (including a U.S. resident alien).

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 ▶

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.

U.S. person. 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.

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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 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 recipient 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 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- 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 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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.**

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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business 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" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business 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.

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

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

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f)), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; 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-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 on-line at www.ssa.gov/online/ss5.html. 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

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: Writing "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 items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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 or Archer MSA 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)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal 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.)

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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.





DALLAS COUNTY
PURCHASING DEPARTMENT

April 13, 2007

ADDENDUM NO. 1

RFQ NO. 2007-071-2776

REQUEST FOR QUALIFICATIONS FOR LEVEL 1 IT HELP DESK
SERVICE PROVIDER

WHEREAS, the RFQ is hereby amended as follows;

- 1) All responses are due no later than; :
April 30, 2007 @ 2:00 p.m. (CDT)
- 2) Page 8, Section 2.0 "Call Resolution Goals", Item No. 2.5 is hereby amended to read as follows;
"Categorize 90% of desktop hardware related issues"

All other specifications of the original RFQ remain the same.

This addendum is hereby acknowledged, understood and considered in our RFQ.

Signature: _____

Name: _____

Company: _____ Date: _____



**DALLAS COUNTY
PURCHASING DEPARTMENT**

April 24, 2007

ADDENDUM NO. 2

RFQ NO. 2007-071-2776

**REQUEST FOR QUALIFICATIONS FOR
LEVEL 1 IT HELP DESK SERVICE PROVIDER**

WHEREAS, in accordance with page 16 "DISCLOSURE FORM CIQ" the questionnaire is hereby attached.

All other specifications of the original RFQ remain the same.

This addendum is hereby acknowledged, understood and considered in our RFQ.

Signature: _____

Name: _____

Company: _____ Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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.

OFFICE USE ONLY

Date Received

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.

Amended 01/13/2006

001074

SBP-1A-112-0060-01-1074

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

Amended 01/13/2005

EXHIBIT B: CONTRACTOR'S RESPONSE to RFQ NO. 2007-071-2776

GENERAL SUPPORT

- There are No Toll Free requirements included in this contract.
- There are No Foreign-language requirements associated with this contract.
- The CONTRACTOR will manage first contact for all of the County's Help Desk issues.
- The CONTRACTOR will provide Directory Service Assistance for the County.
- Services will be provided 24 x 7 x 365, including holidays.

SERVICE LEVEL AGREEMENTS

	Service Description	Monthly Averages
FCRLI	First Call Resolution of Level 1 Incidents ⁵	Greater than 80%
ASA	Average Speed of Answer	90% less than 60 seconds
ACR	Abandon Call Rate	Less than 8%
LWT	Longest Wait Time	95% less than 5 minutes
EMRT	Email Response Time	90% less than 1 hour
VMRT	Voice Mail Response Time	90% less than 15 minutes
CS	Customer Satisfaction (averaged)	At least 4 out 5 on a 1 to 5 scale

Table 1 – CONTRACTOR's Service Level Agreement

Service Levels

1. Service Levels will be measured beginning ninety (90) days after Production Go Live.
2. CONTRACTOR will not be held responsible for missed service levels for a given reporting period when directly attributed to any unplanned or unexpected infrastructure event that results in a sudden and significant increase of call and/or ticket volume to the Level 1 Help Desk.
3. CONTRACTOR will support the above service levels within a 25% increase of volume* from month to month. If volume exceeds that threshold, then CONTRACTOR will not be held responsible for missed service levels. *This is inclusive of all incoming volume types, including Directory Assistance and Status Check volume.

LEVEL 1 INCIDENTS – RESPONSIBILITY MATRIX

Ticket/incident types that are received by the Level 1 Help Desk and mutually considered resolvable by the Level 1 Help Desk, for example, Novell network password resets, MS Office how-to's, etc.

These Incident types, once approved by both the CONTRACTOR and the County, will be defined in a table referenced by the CONTRACTOR and the County in the Service Desk Manual.

CALL MENU

The County will approve any and all modifications to the CONTRACTOR's call tree or IVR. A backdoor option will also be provided for user's to bypass the call tree if so desired.

HELP DESK PERSONNEL

The CONTRACTOR will administer the Incident Management Process⁶ based upon guidelines and procedures agreed to by the County and CONTRACTOR. This includes fully documenting all transactions and resolutions, regularly reviewing ticket aging reports to co-facilitate efforts surrounding timely ticket resolution, and managing priority classification and escalation processes. The CONTRACTOR will provide support for the Problem Management Process⁷ on a best efforts basis only.

The CONTRACTOR will demonstrate professional and respectful behavior to an end-user at all times. The CONTRACTOR will clearly communicate with an end-user at all times and will demonstrate the ability to deal with angry end-users and perform crisis management.

The CONTRACTOR will also provide contact information to the County for all managing personnel associated with the Help Desk.

ISSUE MANAGEMENT

The CONTRACTOR will manage all password resets except for certain security-sensitive applications that will be determined during the transition of new services by the CONTRACTOR and the County. Those password reset exceptions will be forwarded by the CONTRACTOR to the appropriate County personnel.

⁶ Please reference the definition of the Incident Management Process in the DEFINITIONS/TERMINOLOGY section of this Exhibit B.

⁷ Please reference the definition of the Problem Management Process in the DEFINITIONS/TERMINOLOGY section of this Exhibit B.

The CONTRACTOR will provide status updates to end-user(s) when requested at no additional cost to the County.

HELP DESK APPLICATION

The CONTRACTOR will provide its CTS Service Center system as the Help Desk software application to the County that adheres to the County's IT management severity level definitions. The software will provide a seamless workflow for ticket tracking and will provide it in real-time.

The software will send automatic notifications to an end-user via email and pager when the resolution time for an incident has lapsed.

The CTS Service Center application will be made available to one-hundred (100) named Help Desk application users, twenty-five (25) Dashboard users, and unlimited knowledgebase users.

DOCUMENTATION

The CONTRACTOR will create and publish to the County a Service Desk Manual containing Help Desk Procedures at the end of the Level 1 Help Desk Service Transition. The CONTRACTOR will be responsible for maintaining this document for the term of this contract. The Service Desk Manual will include logical and easy to comprehend process flows used to support the Help Desk.

The CONTRACTOR will document all elements of a ticket in detail so that transition of tickets between support levels is seamless. The CONTRACTOR will capture all resolution attempts and the final solution used to close the ticket. The CONTRACTOR will capture all attempts made to an end-user to provide status.

The CONTRACTOR will not consider a record created for a directory service assistance request or for a status check on an existing ticket inclusive with the PER-INCIDENT Pricing for the County. Documentation of these call types will solely be used for the CONTRACTOR's reference with no cost impact to the County.

INFORMATION ACCESS AND DATA REPOSITORY

The CONTRACTOR will provide the County's IT Management access to the Help Desk Application at all times with the ability to view, open, update, and close tickets. The CONTRACTOR will allow end-users to view the status of the tickets they have opened.

The CONTRACTOR will capture and retain data repository with history within the CTS Service Center system for a minimum of twenty-four (24) months. The County will have real-time access to said data repository with the ability to query said data for ad-hoc reporting.

The County will have direct access to all CONTRACTOR personnel including management and executives.

REPORTS

The CONTRACTOR will provide real-time reports through the CTS Service Center system that address the following:

- Daily statistic summary of tickets opened, closed, and average resolution time by priority level.
- Daily report showing issue details for all Priority 1 and Priority 2 tickets.
- Monthly report illustrating CONTRACTOR's ACD statistics, KPI metrics, Ticket statistics, and explanations of project efforts provided by the CONTRACTOR's Help Desk Manager.

SATISFACTION SURVEYS

The CONTRACTOR will complete comprehensive satisfaction surveys at anytime upon the request of the County. The County will have direct access to the data results of the satisfaction survey.

The CTS Service Center system will automatically deliver a customer satisfaction questionnaire to an end-user at the time of ticket closure as part of KPI reporting. The CONTRACTOR will report any negative satisfaction surveys to the County's IT Management within twenty-four (24) normal business hours.

SUPPORTED DEPARTMENTS

The CONTRACTOR will support all County's departments regardless of their location.

- | | | |
|-----------------------------|---------------------------------|-------------------------------|
| • District Clerk | • Public Works | • Courts - Civil and District |
| • County Clerk | • Homeland Security | • Jury Services |
| • Auditors Office | • Adult Probation | • Juvenile Services |
| • Commissioners Court | • Budget & Evaluation | • Facilities Management |
| • Health and Human Services | • Road and Bridge Districts 1-4 | • Human Resources |
| • Charter School | • Treasurer | • Purchasing |
| • Elections | • Dallas County Sheriffs Office | • Tax Office |
| • Public Defender | • Constables County Treasurer | |
| • District Attorney | • Forensics | |

CONTRACTOR SERVICE INITIATION / TRANSITION

Transition Plan Ninety (90) Days

Phase I of CONTRACTOR's Transition Plan focuses on bringing the Level 1 Help Desk online. CONTRACTOR's Level 1 Help Desk will be live within forty-five (45) business days after contract award. The anticipated Go Live Date is October 17, 2007 at 8:00 A.M. CST, recognizing ATOS Origin's contract terminates on October 31, 2007.

The remaining forty-five (45) days of the total Transition Plan involves Phase II which addresses the integration of the County's Business Processes into the Level 1 Help Desk through evolving service delivery practices established through developing relationships and toolset integration.

Phase III is available as an option for the County and would be provided on a time-and-materials rate, and is not considered part of the ninety-day (90) aforementioned Transition Plan.

Re-entering Open Tickets Into New System

Although the County specified there will be no data conversion of old system data, CONTRACTOR will address the re-entry of "Open" (or not-closed) tickets from the ATOS Origin's ticketing system into CONTRACTOR's CTS Service Center system in the aforementioned, one-time Transition Cost.

Remote Access VPN or T1

CONTRACTOR can setup a site-to-site VPN to the County if the County currently has a Cisco firewall infrastructure and adequate bandwidth to the internet at no additional cost.

If the County does not have a Cisco firewall infrastructure and adequate bandwidth to the internet, then the CONTRACTOR's one-time Transition Cost and monthly fee would be adjusted to the County for a dedicated T1 site-to-site connection. For estimated fee adjustments related to this section, please reference SECTION 4. TERMS AND CONDITIONS OF PAYMENT.

DEFINITIONS / TERMINOLOGY

A definition or explanation of the Service Level criteria / metrics outlined within Exhibit B is provided to ensure that both the CONTRACTOR and the County operate under the same guiding principles while mitigating assumptions.

- **Abandon Rate:** Also called a Lost Call. The caller hangs up before reaching an agent. The Help Desk will answer 92% of all calls presented to them at any given period of time. Any user who does not wait at least 30 seconds in the queue qualifies as a "short call" which is not used in the Abandon Rate calculation.

- **Average Speed of Answer:** Also called Average Delay. The average delay of all calls. It is total Delay divided by total number of calls. See Average Delay of Delayed Calls. As also noted in "Service Level" above, the Average Speed of Answer (ASA) is leveraged to manage call response trends when compared to its complimentary variables.
- **Change:** A ticket-type identified in the CTS Service Center system reflecting a particular type of request addressing infrastructure and architecture modifications.
- **CTS Service Center:** Also referred to as the CONTRACTOR's software or application.
- **Customer Satisfaction:** The CTS Service Center system provides a customer satisfaction tool that consistently presents an objective medium to check the quality of service delivery from the customer's perspective.
- **Directory Assistance Calls:** An operator assistance call received by the Level 1 Help Desk requesting Dallas County employee extension/telephone information.
- **First Call Resolution:** The First Call Resolution rate speaks to the resolution rate of all call types presented to a Help Desk user that is also resolved by that same user, regardless of the categorization variables. For the County, Directory Assistance calls will not be calculated in this metric.
- **First Level Resolution:** The First Level Resolution statistic is considered a filtered metric based on mutually agreeable, measurable ticket-related variables. Generally these variables are focused on the user and/or group that both opens and closes the same ticket supplemented by categorization selections that are flagged as those scenarios which *should* be resolvable by that user/group. Many times, tickets with a hardware designation or categorization are not counted in this metric. The First Level Resolution statistic is typically defined at the end of new services transition period due to assumed unknown or unclear variables both the County and the new Help Desk provider must work through once services are underway. Examples of these variables include delays in granting permissions to applications and/or systems, training challenges not anticipated prior to go live, unclear expectations, infrastructure challenges, etc.
- **Help Desk:** (or L1/Level 1 Help Desk) Also referred to as the CONTRACTOR.
- **Incident:** A ticket-type identified in the CTS Service Center system reflecting an event that is not part of the standard operation of a service and which causes, or may cause, an interruption to, or a reduction in the quality of a service.
- **Incident Management Process:** Restore normal state IT service operations as quickly as possible to minimize the adverse impact on business operations. Activities include Incident detection and recording, Classification and initial support, Investigation and diagnosis, Resolution and recovery, Incident closure, Incident ownership, monitoring, and tracking and communication. The CONTRACTOR will provide Incident Management Process support and services.

- **Problem:** A ticket-type identified in the CTS Service Center system reflecting the unknown, underlying cause of multiple incidents or a single significant incident.
- **Problem Management Process:** The objective of the Problem Management Process is to minimize the adverse impacts of incidents and problems on the business caused by errors in the IT infrastructure and initiate actions to prevent recurrence of incidents related to those errors.
- **Request:** A ticket-type identified in the CTS Service Center system reflecting a request that does not require a change to the infrastructure. For example, a password reset request, information/status request, etc.
- **Service Level:** Also called Telephone Service Factor, or TSF. The percentage of incoming calls that are answered within a specified threshold: "X% of calls answered in Y seconds." This performance measurement could be considered the most important in terms of its impact to response times for all inbound support calls received. By managing a 90% Service Level means that a majority of the users will receive a live person on the line in less than 60 seconds.
- **Ticket:** An all-inclusive term used to describe Incidents, Problems, and/or Service Requests; each type is identifiable in the CTS Service Center system.
- **Ticket Status Checks/Calls:** A call or email placed to the Level 1 Help Desk requesting the current status of an existing ticket.
- **Voicemail and Email Response:** Each of these variables represent the expected response times to users when either an email or a voicemail message is sent to the Help Desk. The **Service Level** and **Average Speed of Answer** address response times associated with a telephone call whereas this metric supports the other input mediums.

EXHIBIT C: THE COUNTY'S RESPONSIBILITIES

- The County will assign a management liaison to coordinate all issues between the CONTRACTOR and Dallas County in a timely manner.
- The County will secure remote access between the CONTRACTOR's support technology and the County's IT infrastructure with existing connectivity solutions employed by the County. (Ex: VPN Tunnel - (Router to router OR Client based) will be provided by the County to the CONTRACTOR'S site where Help Desk Services will be provided.)
- The County will provide appropriate Administrative Access to the infrastructure (i.e. Novell, Telephony DB) and software applications that the CONTRACTOR is expected to support (administratively).
- The County's Helpdesk email address will be routed to a defined CONTRACTOR email address. (for email support purposes)
- Telephony routing from previous provider will occur by the County in the Dallas County infrastructure to the CONTRACTOR's designated site.
- The County will provide approval for SharePoint access or file share replication configuration from Dallas County to the CONTRACTOR'S site.
- If the CONTRACTOR will be supporting a standard group of software installations on demand, then the County must provide a file share or repository accessible remotely (UNC, ftp, etc) for the CONTRACTOR to access and push to a Dallas County device(s).
- Any devices that the CONTRATOR is expected to support from a first call resolution perspective, the County must provide at least two (2) equivalent devices to the CONTRACTOR's Help Desk team at the County's expense.
- Any proprietary software packages that the CONTRACTOR is expected to support from a first call resolution perspective, a copy of that software must be installed on the CONTRACTOR's support PC's at the CONTRACTOR's site.
- A Dallas County IT liaison must participate in the development of the CTS Service Center's CID1 structure, Assignment Group configurations, user permissions, responsibility matrix, and user training as part of the defined implementation project plan, otherwise the County may incur delay penalties, inadequate/inaccurate reporting or adopt a best effort attempt on behalf of the CONTRACTOR.
- The County will provide sufficient documentation and training to the CONTRACTOR's regarding the County's IT environment.

- The required Dallas County personnel will be made available for meetings and assigned tasks during the Transition Phases of new Help Desk Services.
- The County agrees to provide their assigned/responsible deliverables as per a mutually agreed Implementation Project Plan, or the implementation costs will increase commiserate with the percentage of delay; i.e. 10% delay would conclude a 10% increase in implementation cost.
- Dallas County will secure a relationship between ATOS Origin and the CONTRACTOR during the Transition Phases so that support tickets flow smoothly from ATOS Origin to the new CONTRACTOR.
- There are no foreign language requirements to support Dallas County's end-users.
- The CONTRACTOR will be granted access to and will be provided copies of various, pertinent documents and enumerated policies and procedures employed by Dallas County in its IT Operations. These documents may include, but are not limited to, organizational charts, departmental contact lists, procurement policies, existing network diagrams with component addressing, facility diagrams, site maps, test scripts and existing IT policies and procedures.
- The successful completion of this engagement will require participation by the County's personnel. The County's engagement manager will need the authority to make decisions and to ensure that required personnel are available as required. Adequate access to the County's facilities will be made available to CONTRACTOR personnel during the engagement, including workspace, network connectivity, and telephone lines for external and internal communications when necessary.
- The County is responsible for the timely acquisition of all non-CONTRACTOR hardware and software related to the engagement. Any hardware employed as a platform for any software system in the engagement must comply with no less than the minimum performance standards established by the software's publisher. Any software systems that must interact or coexist with any other hardware components or software systems employed in the engagement must not be prohibited from such by the hardware component's manufacturer or the software systems' publisher. The County is responsible for the acquisition and maintenance of the requisite number of software licenses for any software system employed in the engagement.