DALLAS COUNTY
RFP 2007-117-3023

Request for Proposals for Dallas County's
Desktop Technical Support

Pre-Proposal Conference:
Friday, July 27, 2007 @ 10:30 a.m. (CDT)
HR Training Room
509 Main Street, Suite 634
Dallas, Texas 75202

PROPOSAL DUE DATE:

August 13, 2007 @ 2:00 P.M (CDT)
Dallas County Purchasing Department
509 Main St., 6th Floor, Room 623
Dallas, Texas 75202

GOVERNMENT
EXHIBIT NO.
320
3:14-CR-293-M

INTRODUCTION

INTENT/OVERVIEW

Dallas County is seeking proposals from qualified professional firms for Desktop Technical Support Services. The key goal of this RFP is to select a contractor capable of providing the technical expertise to support the Dallas County Desktop Users and Computers, IMACs, Break/Fix and Asset Management Operations.

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 RFP 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 RFP, 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 RFP, 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 RFP 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 RFP. 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 RFP

All questions regarding this RFP 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 RFP number on all correspondence to Dallas County. Any oral communications shall be considered unofficial and

non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.
All addendums and/or any other correspondence (general information, question and responses) to this RFP 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 RFP. Addendums to this RFP can be located at the following web address:
http://www.dallascounty.org/department/purchasing/currentbids.html
(go to the appropriate RFP #, 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, July 27, 2007 at 10:30 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 RFP.

QUESTIONS
Initial questions are to be submitted, in writing, to Linda Boles by ***2:00 p.m. July 23, 2007.***
Dallas County will attempt to answer these questions 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. (CDT), July 31, 2007 (CDT).*** 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 July 31, 2007 deadline date.

RFP RESPONSE DUE DATE
Unless otherwise posted, all Proposals to this RFP will be due at **2 p.m. (CDT) on Monday, August 13, 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 RFP, 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 RFP 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)	20
II. Cost	25
III. Technical/Methodology approach, implementation plan and timeline to deliver required services	40
IV. M/WBE Participation/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 (2), Commissioners Court (1), Budget (1), and Purchasing (1). The County's M/WBE Coordinator will solely score Section IV (M/WBE Participation/Documents). For clarification purposes, additional information may be obtained from some or all of the responding firms. The committee will submit a recommendation to the Commissioners Court identifying the firms scored susceptible of advancing to Step Two of the RFP process. Firms obtaining a consolidated/overall rating of 70 or above based on the aforementioned rating criteria will be determined susceptible by the committee and recommended for advancement to Step Two of the RFP process.

Step Two: Upon direction/approval of the Commissioners Court, identified firms will enter into Step Two of the RFP process, which will consist of but not necessarily limited to: interview/system demonstrations, Best and Final Offerors (BAFO's) and contract compliance. During this step, firms may have the opportunity to offer and the County may accept revisions to their originally submitted 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, the same conditions and requirements.

Upon conclusion of this phase, the committee will submit an award recommendation to the Commissioners Court on the firm evaluated to be most qualified and offering the best value to Dallas County. Upon formal approval, a contract will be formally drafted and entered into with the selected firm.

In the event that the County cannot reach agreement with the selected firm by negotiation of a contract, the County may formally end negotiations (by written notification to the selected firm).The County shall have the right, but not the obligation, to sequentially negotiate with the next most-qualified firm and will continue in this manner until either a contract is awarded or this Request for Proposal is canceled.

Upon 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 RFP'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 parities and other proposing firms.

All firms will be accorded fair and equal treatment.

DISQUALIFIED OFFERS

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

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

Dallas, TX 75202

One (1) original, seven (7) copies and one (1) electronic copy (CD) of the proposal shall be delivered (sealed) by 2:00 P.M. (CDT) on August 13, 2007 and shall be clearly marked "REQUEST FOR PROPOSALS NO. 2007-117-3023, Dallas County's Desktop Technical Support" 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/provide Desktop Technical Support as outlined in this document and/or the executed contract. The purpose of this RFP is to provide an opportunity for all interested parties and organizations to present the County with proposals that demonstrate their qualifications, knowledge, implementation and operation of a Desktop Technical Support.

Submitted RFP'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:

The following details of the Respondent's qualifications and experience to perform the services sought through this Request for Proposal shall be provided in narrative form and in sufficient detail that the County is able to judge the firm's qualifications and experience. Specifically:

A. *Business/Corporate Experience*

1) Provide a description of Respondent's corporate purpose and approach as it pertains to Desktop technical support or other services similar to those sought in this Request for Proposal.

2) Describe the Respondent's organizational structure, depicting clear lines of authority.

3) Identify a minimum of five (5) contracts similar to those identified in this RFP that fully demonstrate/illustrate that the Respondent has the experience and ability to completely and timely perform all services contemplated by this RFP. Two of the contracts should be within the State of Texas.

4) Provide a narrative summary of contract performance in the above-identified contracts, including any major adverse findings.

5) Provide the name and current telephone number and address for the specified contract manager for each identified contract.

6) Provide a summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience. (i.e., specialized accreditations, grant awards, etc.).

7) Provide information indicating whether the Respondent intends to provide 100% of services directly or intends to utilize subcontractors and if so, provide identification of all subcontractors delivering service delivery. Include a statement indicating the percentage of work to be completed by the Respondent and each subcontractor as measured by percentage of the total contract.

B. *Business/Corporate Entity Details* (include the following information on Respondent and each subcontractor (if subcontracting is indicated);
   1) Date established
   2) Ownership (public company, partnership, subsidiary, etc.)
   3) Primary type of Business
   4) Total number of employees
   5) Indication of type of business (i.e. corporation, sole proprietorship, partnership). If the respondent is a corporation, indicate the date and state of incorporation. Provide list of all officers of the firm indicating the percentages of ownership of each officer and the name of the Board of Directors, if applicable.
   6) Provide the Federal tax identification number or social security number, as applicable to the legal entity that will be performing as the Primary Contractor under any resulting Contract.

C. *Organizational Chart*
   1) Respondent shall provide an organization chart outlining the hierarchy of key contract personnel assigned under this RFP.
   2) Provide resumes and qualifications of the key personnel assigned to the contract. Such information shall demonstrate the individual's related experience with respect to the work to be performed under this contract. Job descriptions should include specific job functions and minimum qualifications of the identified position(s).

D. Financial Capability
   1) Provide the most recently issued audited financial statement (or if un-audited, reviewed in accordance with standards issued by the American Institute of Certified Public Accountant.) All statements shall include the following information:
      a) Auditor's Report
      b) Balance Sheet
      c) Statement of Income
      d) Statement of Retained Earnings

e) Statement of Cash Flow
f) Notes to financial statement
g) Any written management letter issued by the Auditor to the Respondent's management, its Board of Directors, or the Audit Committee, or , if no management letter was written, a letter from the Auditor, stating that there was no management letter written and that there were no material weaknesses in internal control or other reportable conditions.

2) If the year end of the most recent completed audit (or review) is earlier than nine (9) months prior to the issuance date of this RFP, then the most recent unaudited financial statement (consisting of items b, c, d, e and f above) shall also be provided by the respondent in addition to the audited statement required in Section 3.3.1.1. The unaudited financial data will be averaged with the recent fiscal year audited (or reviewed) financial statement data, in evaluating financial capability. Unaudited financial statements shall have been completed within the last six months prior to the release of the RFP and shall be certified as accurate by the signature of the respondent's CEO or CFO.

3) If relying on financial documentation of a parent corporation, the Respondent shall provide an original signed letter of commitment from the parent corporation's executive who is legally authorized to bind that parent corporation, certifying that the parent corporation is 100% financially responsible for respondent's performance of the contract.

4) If the respondent is a sole proprietor or non-corporate entity, bidder shall provide financial documentation that is sufficient for an independent CPA to evaluate financial capability including applicable bank and credit statements, income tax returns and other documents.

NOTE: The County acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the respondent is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required below, shall be provided. The County also acknowledges that a respondent may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the Department in determining whether the respondent has the financial capability of performing the contract to be issued pursuant to this RFP. The respondent MUST provide financial documentation sufficient to demonstrate such capability including wherever possible, financial information specific to the bidder itself. All documentation provided should be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability.

5) The Respondent should have a Dun & Bradstreet credit-worthiness summary indicating scores of between 1 and 3, or low to moderate, on all categories rated in regard to creditworthiness. The respondent shall provide the name for the entity that will be performing as the contractor. If the respondent is relying upon the creditworthiness of a parent corporation, to qualify under this criterion, the respondent shall also provide the name for the parent corporation. If relying on the Dun & Bradstreet rating of a parent corporation, the respondent shall provide an original signed letter of commitment from the parent corporation's executive that is legally authorized to bind that parent corporation, certifying that the parent corporation is 100% financially responsible for respondent's performance of the contract.

E. *References*

1) The Respondent shall furnish a minimum of three (3) business/corporate references to support Respondent's stated Business/Corporate Experience. In order to qualify as relevant current experience, services described by corporate references shall be ongoing or have been completed within the thirty-six (36) months preceding the issue date of this RFP. Reference(s) shall identify the type of services provided by the Respondent, dates of service provision, the firm/agency name of the entity, for which the services were provided, and the current telephone number and address of the reference. Reference(s) shall include a paragraph describing services performed and preferably similar in magnitude and scope to those requested in the RFP. The County reserves the right to contact reference sources not listed in the response.

F. *Contact for Contract Administration*

1) The Respondent shall designate one person authorized to conduct Contract administration and function as the Contractor's Representative under the Contract resulting from this RFP and supply the following information;
NAME:
TITLE:
COMPANY NAME:
ADDRESS:
TELEPHONE NUMBER:
FAX NUMBER:
E-MAIL ADDRESS:

CATEGORY II: COST

Respondents are to provide an itemized breakdown of all costs associated with this project, including but not limited to; One time transition costs (i.e. setup, configuration, development), hourly rates, ongoing maintenance and licensing, add-ons (if applicable), software, training, support, data conversion, etc.

CATEGORY III: TECHNICAL, METHODOLOGY APPROACH, IMPLEMENTATION/TRANSITION PLAN

SERVICE LEVEL AGREEMENTS
Provide an example of your firm's Service Level Agreement documents that you have used for similar engagements.

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.

DESKTOP SUPPORT SOFTWARE
Provide overview of 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 the 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.

OVERALL SCOPE OF WORK

The Service Provider will provide configuration, installation, and relocation services for all workstations, servers, printers, hand held computer devices and other peripherals owned by Dallas County and in use on County property. Maintenance and repair services for these assets are also required. Additionally, this service includes the installation and maintenance of standard operating software and applications for PCs. Devices will be introduced to the environment in accordance with the County's budget process and hardware acquisition procedures and rollout schedules developed during planning cycles. Maintain updated inventory and asset identification is also required.

The major areas of support to Dallas County's IT Management operations are:

- **Break/Fix Operations**
- **Project Support Operations**
- **On Site / On Call Support Staff**
- **Desktop Operations**
- **Central Receiving and Distribution**
- **Asset Management**

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 Break/Fix Operations			
	1.1		The primary job functions of the break/fix functional area are as follows:
		1.11	Receipt, update and disposition of Help Desk service calls
		1.12	Tracking of warranty, maintenance and compliance
		1.13	Reconciliation of Service Calls received
		1.14	Certified Technicians for Break/Fix
		1.15	Performance Tracking of Service Calls
		1.16	Maintenance of critical component stock levels
		1.17	Server Support and Maintenance (supplemental as requested)
		1.18	Release, receipt and reconciliation of equipment sent to off-site repair facilities.
		1.19	Informational updates (as required) to Dallas County IT Management, customers and other functional areas.

		1.11	**Receipt, Update and Distribution of Service Calls** Dallas County manages the various I.T. related requests for customer assistance via a centralized help desk console. These requests are categorized and routed to the appropriate functional area for quick response and resolution. Break/Fix in Dallas County will be responsible for the following: ▪ Repair and service of distributed production desktop computing equipment. This category includes but is not limited to microcomputers, laptops, printers, monitors, multi-function office machines and plotters; ▪ Repair and service of production mainframe equipment. This category includes but is not limited to modems, terminals, printers, controllers etc; ▪ Asset recovery and relocation of production computing equipment. It should be noted that on a frequent basis, the nature and details of service calls presented as break/fix issues initially appears to be desktop hardware failure but the resolution to the customer's problem(s) reveal issues not related to hardware failure. Service calls meeting this criteria include but are not limited to the following areas: ▪ Removal of incorrect device drivers and installation of correct drivers ▪ BIOS level updates ▪ Software level device configuration modifications ▪ Application specific settings modifications ▪ Usage of manufacturer's diagnostic tools to reset computer components to the original functionality ▪ Log-In problem resolution ▪ Ethernet cabling problem diagnosis and external repair. ▪ Coordination of device level resets via mainframe software ▪ Resolution of site communications issues with Dallas County's voice and data supplier ▪ Customer training of usage and high level maintenance of mainframe equipment ▪ Coax line problem diagnosis and external repair.

		1.12	**Tracking of Warranty, Maintenance and Compliance** The vendor will be responsible for managing all aspects of hardware warranty, maintenance and desktop software maintenance. The Dallas County policy for hardware replacement for desktop equipment is 3 years. The inventory will identify all equipment that has been in place for three years and flag that equipment for replacement. Dallas County has also signed a Microsoft Enterprise agreement which entitles the County to deploy specified desktop licenses. This will require: ▪ Maintain database of warranty information for all desktop equipment ▪ Coordinate returns with manufacturer of parts that are under warranty ▪ Track the history of equipment repairs to identify problems areas ▪ Maintain detailed listing of all installed software for each workstation ▪ Provide details of deployed software for annual Microsoft true up process ▪ Deploy to the desktop only authorized software ▪ Track deployment of software and new hardware to keep a running total of annual Microsoft true up costs ▪ Work with manufacturer of hardware (Dell) to account for the Microsoft Enterprise license (no cost for OS and licensed apps) ▪ Report to IT Management all software that is loaded on each desktop that is serviced (monthly).
		1.13	**Reconciliation of Service Calls received** The Break/Fix queue of Dallas County's Help Desk must be monitored and the calls dispatched in order to meet SLA's that will be established. The monitoring should include: ▪ Receipt and processing of individual service calls (tickets) through their ordinal path ▪ Clarification (if necessary) of service calls details prior to assignment to technicians ▪ Reassignment of service calls routed to the break/fix queue in error to other functional areas as required ▪ Distribution of service calls to appropriate break/fix technician ▪ Research or assist the assigned technician in researching the required component(s) to provide a resolution to the hardware failure of note ▪ Locate and procure the required component(s) ▪ Distribute the procured component(s) to the assigned technician ▪ Update of service calls within the help desk system ▪ Provide status updates to the customer (as required) ▪ Provide informational break/fix updates to Dallas County IT Management as required ▪ Provide trend analysis reports to Dallas County IT Management as required ▪ Assist Dallas County IT Management in cost saving measures where possible (i.e., cost of repair versus replacement cost) ▪ Receipt support and distribution of Dallas County IT related hardware to the various county locations ▪ Maintenance of county-critical component stock levels for twenty-four/seven operations.

		1.14	**Certified Technicians for Break/Fix** It is the responsibility of the selected vendor to provide a staff of certified technicians to meet Dallas County's service levels to their customers. The vendor will maintain the technical training of their personnel to keep them current on technology. The technicians must provide timely support to the downtown campus as well as the remote sites ranging from Lancaster to Richardson and from Garland to Irving. They will also provide weekday after hours, weekend and holiday support. The primary charge of the technician when dispatched is to restore the user to functionality in the shortest time possible. This can be accomplished through loaner equipment that is placed on site until repairs or replacement can take place. The effectiveness of the individual technicians will be measured to a large extent by this one metric. The duties of the technician include but are not limited to the following functions: ▪ Scheduling of service visit to customer location ▪ Diagnosis of customer's computing problem utilizing manufacturer provided diagnosis tools, skills acquired via official training and individual experience ▪ Communication of part(s) required for resolution of the customer's problem to the break/fix dispatcher ▪ Interface with the dispatcher on cost savings considerations (on a service call basis) ▪ Update of service call status to the customer ▪ Monitoring of their assigned service calls and appropriate follow-up activities ▪ Component/part retrieval from the selected vendor parts providers (if required) ▪ Installation of repair component(s) ▪ Extensive testing of repaired device ▪ Communication of repair activities to the customer ▪ Obtain customer sign-off on completed repairs ▪ Assist dispatcher in maintaining county-critical component stock levels for twenty-four/seven operations.
		1.15	**Performance tracking on Service calls** The selected vendor maintains an internal provisioning database for Dallas County Operations which performs the following functions: ▪ Internal work order system corresponding to Dallas County service call reference numbers (if applicable) ▪ Capture of repair component detail and pricing by category ▪ Vendor Warranty tracking information ▪ Internal work order system detailing items invoiced or pending invoice. ▪ This database also provides a support tool for internal trend and cost analysis. (i.e., analysis of warranty activity by manufacturer and series and cost of repair trends by manufacturer and series)

		1.16	**Maintenance of Critical Component Stock Levels** In order to efficiently provide support for the county's various departments and detention areas. The vendor will identify and maintain stock levels of critical components for the classes of equipment used in these areas. This will be based on the inventory that will be conducted and the onset of the contract. The selected vendor will coordinate a pool of "loaner" equipment to minimize the down-time for Dallas County customers working in a 24/7 work environments. Examples include but are not limited to the following components/parts: ▪ Printers (network and direct attached) ▪ Monitors ▪ Motherboards, hard drives, power supplies for production computers ▪ NIC cards ▪ Misc. cables ▪ CDROM, DVD (readers and burners
		1.17	**Server Support and Maintenance (when requested)** The selected vendor will provide access to vendor certified server engineers to augment Dallas County's Server Administration Team should the need arises. This support includes but is not limited to the following functions: ▪ Best price, time efficient procurement and delivery of new and replacement server components ▪ On-site certified technicians for server upgrades (as requested) ▪ Certified technicians to perform diagnostics and repair servers ▪ On-site support for server relocations
		1.18	**Release, Receipt and Reconciliation of Equipment Dispatched to Off-Site Repair Facilities.** On occasion service calls can not be resolved at the customer's site or in an on-site repair facility. In these instances, the selected vendor will remove the device from the customer location and forward it to a depot repair facility. Examples include HP warranty devices and monitor repairs. The break/fix dispatcher records all asset level information via a depot release form and tracks the repair progress accordingly. The break/fix dispatch ensures the repaired device's return to the customer referenced in the service call. The dispatcher (if necessary), will alert Dallas County IT Management if the cost of repair is a consideration (cost of repair versus replacement cost) or if due to the advanced age of the device, parts are no longer available.

		1.19	**Informational Updates (as required) to Dallas County IT Management, Customers and other Functional Areas.** In order to be more effective in supporting the County, the selected vendor Break/Fix team will provide informational updates on a request and proactive basis. These informational updates include but are not limited to the following items: ▪ Service call status updates to Dallas County IT Management and customers ▪ Trend analysis reports to requesting parties (i.e., the affects of refurbished toner cartridges on county printers and number of related service calls over a designated period, etc.) ▪ Critical risks and assumptions regarding mainframe software in controllers at county remote and critical locations such as tax offices ▪ Report of preventative maintenance activity (PM) for printers or equipment that is serviced on a monthly basis.

2.0 Project Support Operations			
	2.1		Dallas County routinely has projects that rollout within the county. It is expected that the Desktop Support group will provide support to these projects where and when deployment of technology assets takes place. At the beginning of the various projects, the project support team management meets with Dallas County IT Management personnel to gather pertinent project related information such as the county's Project Initiation Authorization (P.I.A.) document, departmental level customer lists and county's policy regarding cascade request for the project. It is expected they would: ▪ Provide required resources. ▪ Receive and process initial asset management functions for County project-related assets (if applicable*). ▪ Provide imaged unit(s) for County review of the imaging process as it relates to project. ▪ Obtain sign-off on the image process. ▪ Burn in Stage inspection (power on, check for DOA equipment, insure proper configuration of received equipment to purchase order specification, and if necessary, repair equipment damaged during shipping. ▪ Image and stage project related systems. ▪ Begin deployment process as agreed upon with the County Project Management Office. ▪ Coordinate Project Team members during all phases of the project. ▪ Process second phase of asset management functions (includes customer sign-off). ▪ Provide accountability status reports/updates as required to County Administrative Technical Support Manager and end-user's Technical Coordinator/Department Head. ▪ Remove de-commissioned assets to the selected vendor's corporate headquarters warehouse for processing. ▪ Obtain clearance to remove assets replaced via project refresh (if applicable). ▪ Create back-up image of decommissioned asset(s) hard drive. ▪ Catalog and store backup image. ▪ Interface with County Asset Manager regarding disposal of assets. ▪ Remove decommissioned assets to Surplus Disposal Facility and provide report to County Asset Manager for update of fixed asset subsystem(s) and records.

3.0 Onsite/On call Support Staff			
	3.1		Technicians must provide timely support to the downtown campus as well as the remote sites ranging from Lancaster to Richardson and from Garland to Irving. They will also provide weekday after hours, weekend and holiday support. The primary charge of the technician when dispatched is to restore the user to functionality in the shortest time possible. This can be accomplished through loaner equipment that is placed on site until repairs of replacement can take place. The effectiveness of the individual technicians will be measured to a large extent by this one metric.
	3.2		On-Site Technicians will be available from 8:00 am to 5:00 pm Monday – Friday CST at several of the County's offices. These include, but are not limited to the following locations; • Dallas County Records Building • Frank Crowley Criminal Courts Building • Health and Human Resources Building • George Allen Court Building Certain areas will require extended service support hours. Specifics of this support will be negotiated.
	3.3		Field Technicians will be available for Dallas County Support on an after-hours, weekend and holiday basis which will be mutually agreed to by County and Vendor. The break/fix team will have a central pager which is carried at all times by the designated after hours support technician and has been communicated to the central Help Desk. The same practice would apply to the Desktop Support Team for departments which have critical applications or processes. A second layer of contact support will be required for key field technicians with mobile phones. The mobile phone information will be on file with the central Help Desk.
4.0 Desktop Operations			
	4.1		In the day to day operations of the County, many computer resources are utilized. The Desktop Support group will provide the hands on support that the end users will need. They will be the primary interface for desktop:
		4.11	Hardware and Software Installation
		4.12	Software Images and desktop image management
		4.13	Software Upgrades, Problem Diagnosis, Software Configuration, Training (spot training to deal with specific ticket related issues)
		4.14	Database Support (for departmental data bases only)
		4.15	Hand Held Device Support
		4.16	Desktop to Network Problem Diagnosis
		4.17	Printers, Plotters and Peripheral Support
		4.18	Preventative Maintenance Processes and Reporting for Printers

		4.11	**Hardware and Software Installation** Desktop technicians will be experienced in standard and non-standard hardware and software installations because of the diverse computing environments and support needs for each county organization (i.e., standard computers with organization standard images to specially configured computers with proprietary software and data with legal liability such as Health Insurance Portability and Accountability Act (HIPAA)). The technicians will establish and maintain communication with customers to inform them of the actions performed and the status of their request. Installations will be performed in a consistent and orderly manner. Upon completion of the hardware/software installation, the technicians will interface with customer to obtain a final sign-off on the actions performed and perform detail inventory of the equipment that was serviced. This will help us to maintain our inventory of assets.
		4.12	**Software Images and Desktop Image Management** The vendor will be responsible for assisting the County IT management staff in defining a standard set of images that will be applied to the desktop equipment deployed. These images will be coordinated with each department in order to define a baseline. When new computers are deployed or repairs made, the image will be refreshed from the image library. This will enable us to be efficient in deploying assets and keeping the end user productive. The responsibility with respect to desktop images for the vendor is: ▪ Participate in documentation of basic departmental images ▪ Testing of each image to guarantee software compatibility ▪ Once images are defined, maintenance of images in conjunction with DC IT ▪ Regression testing of images when new software or hardware is added to the DC standard equipment ▪ Suggest changes to images as necessary to improve desktop performance and or compatibility with other applications/equipment

		4.13	**Software Upgrades, Problem Diagnosis, Configuration and Training** Field Technician's will perform on-site software upgrades on a machine basis if a remote upgrade solution is not available or should Dallas County IT Management deem it necessary. Technicians should be experienced in diagnosing various software related issues such as incorrect software settings for connected peripheral devices such as scanners, hand-held units, network and local printers. Field Technicians will support all desktop applications being aware of how software settings affect perceived problems. (i.e., print setting for the use of envelopes, characteristics of various print stock, NIC card settings, etc…). In the event where human error has caused the problem, the field technicians will be expected to teach the end user how to resolve the issue themselves to avoid the problem in the future. Keeping in mind that the goal is to deal with an issue only once. End user training on specific issues will avoid future problems. There may also be needs to assist in the training of end users as part of project rollouts or resolution of departmental issue.
		4.14	**Database Support** Limited support of departmental databases may be required to sustain operations. When departmental databases are discovered in the process of daily activities, it will be the desire to document the database purpose, where it is located and what users use it. This will help us identify where opportunities for improved operations exist.
		4.15	**Hand Held Device Support** Although there are several inconsistencies between software, hardware and synchronizing tools in the hand marketplace, the field technicians need to be experienced in supporting the top tier brands of personal digital assistants such as Palm Pilots and BlackBerrys. Hand-held device support features include but are not limited to the following functions: ▪ Synchronizing hand-held devices ▪ Hardware support ▪ Software support Support will be provided for these items in accordance with Dallas County IT Management's policy governing the use and support of these devices.

		4.16	**Desktop to Network Problem Diagnosis** A review of past trouble tickets has revealed that a substantial number of service calls diagnosed as hardware (NIC or JetDirect) issues have in actuality been related failures or software (corrupted files or changes to the network environment). The field technicians will be versed in diagnosing actual hardware failures as compared to software conflicts. In the event of a network problem associated with cabling, wall jacks or switch ports, the technician will: ▪ Test the workstation using manufacturer's diagnostic tools ▪ Test the Ethernet cabling between the workstation utilizing industry standard testing tools ▪ Test the wall outlet utilizing industry standard testing tools ▪ Test the wall outlet to determine if the communications failure is at this level. If all of the communication components between the workstation and the wall outlet are in proper working order, the service call is transferred to the appropriate functional area (network or telecommunications).
		4.17	**Printer, Plotter and Peripheral Support** Field Technicians will be trained to support virtually all classes of printers in Dallas County's distributed computing environment. Certifications and authorizations will be required to support the following vendors printers: ▪ Dell ▪ HP ▪ IBM In addition to these certifications and authorizations, the new desktop support vendor will have strategic partnerships in the area to which provide cost efficient and timely resolution to all manufacturers and classes of plotters. Service calls received by either the break/fix team or desktop team may be coordinated and routed to one of the business partners due to the specialized nature of the device and cost of repair considerations. All costs for repair will need to be documented and approved prior to the work being done by the external vendor.

		4.18	**Preventative Maintenance Processes and Reporting for Printers** Dallas County has a substantial investment in its local and network printers. In order to preserve the County's investment, the production printers will be placed on preventative maintenance schedules and reports will be provided to Dallas County IT Management as required. Possible uses of this report include the following considerations: ▪ Replacement Scheduling ▪ Utilization ▪ Reduction in Duplicate Purchases On a regular basis (please indicate your suggested PM cycle) the following functions will be completed on all printers: ▪ Print and analyze the configuration page to determine the page count (if applicable) ▪ If necessary, install a maintenance kit ▪ Review status of paper path components ▪ Clean printer ▪ Reset maintenance message (if applicable) The details of the preventative maintenance service calls will be entered into a repository to be used for report generation.

5.0 Central Receiving and Distribution			
	5.1		Dallas County does not have a facility that is suitable for shipping and receiving of technology assets. It is desired that the new vendor will provide facilities that will:
		5.11	Provide secure receiving and storage of equipment
		5.12	Provide distribution point with appropriate vehicles to delivery of assets
		5.13	Configuration and Imaging area
		5.14	Repair facility for break/fix
		5.15	Asset recovery and disposal
		5.11	**Provide secure receiving and storage of equipment** Provide a facility with appropriate loading dock, storage space, workspace and security. This facility will be the primary receiving point for all Dallas County IT equipment. Hardware will be received here, tagged, configured and deployed from this facility. In the past there has been a need to store components for 600 new machines that were deployed over several months to County users. Receiving personnel will receive and account for purchases routed to Dallas County Warehouse. Please find below an overview of the receiving teams standard operating procedures: ▪ Receipt and inspection of goods ▪ Reconcile differences in equipment ordered to equipment received ▪ Interface with County Procurement personnel to reconcile changes (if applicable) to requisitioned goods versus purchased and received goods ▪ Provide three-way confirmation of received goods for invoice payment functions ▪ Assign bar-code values utilizing Dallas County Asset Standards to capital and/or controlled assets ▪ Record (scan) County assets utilizing the Dallas County Asset Standards and the Assignable Space Inventory value for the Central Receiving Staging Area ▪ Distribute or coordinate distribution of goods to requestors or technical areas as required ▪ Provide report of distributed goods to Field Technicians responsible for final placement of goods ▪ Obtain reports (scanned assets) from Field Technicians responsible for final placement of goods ▪ Obtain signature of the requestor or a designated alternate ▪ Coordinate management of discrepancy claims by requestor in a timely manner ▪ Coordinate management of concealed damage claims with delivery carrier in a timely manner ▪ Coordinate return of material functions as required.

		5.12	**Provide distribution point with appropriate vehicles to delivery of assets** The receiving warehouse will be the central distribution point for all equipment. The proposal will include your transportation costs associated with this deployment. Distribution of equipment to county facilities will be part of the contract.
		5.13	**Configuration and Imaging area** There will be a section of the facility that is secured from the general warehouse facility where equipment is available to image equipment that will be deployed to the field. This area will house the vendor's equipment where the county images are maintained. Adequate protection must be present (i.e., UPS, surge protection, etc.).
		5.14	**Repair facility for break/fix** Vendor will provide a dedicated area where equipment is diagnosed and repaired prior to being redeployed to the field.
		5.15	**Asset recovery and disposal** Facilitate the recovery of obsolete or displaced assets in order to have them disposed of per county policy and procedures. To Include: ▪ For terminated employees – image hard drive and retain for 120 days ▪ For disposal of equipment: o Update active inventory o Remove unit from work environment o Clean all data and applications from hard drive o Prepare for disposal
6.0 Asset Management			
	6.1		It is estimated that the value of the desktop assets of the county is near $4,000,000. It is essential that all of these assets are inventoried and tracked. The contract will require the following with respect to asset inventory, tracking and management:
		6.11	Annual desktop inventory
		6.12	Inventory tracking database
		6.13	Elements of Inventory Tracking Database
		6.14	Inventory reporting tools (portal)
		6.15	Installs, Moves, Adds, Changes (IMACs)
		6.16	Procedures for maintaining inventory accuracy
		6.17	Procedures for removal of recovered assets
		6.18	Historical Inventory

		6.11	**Annual Desktop Inventory** Vendor will perform an annual physical inventory of all equipment on the desktop until the time when they can demonstrate that their inventory processes and procedures enable them to maintain an inventory with 99% accuracy. Vendor will provide a trained staff of property control specialists to manage and report fixed asset reportable events. They will: ▪ Assign bar-code values to all assignable Dallas County Space ▪ Cross-reference Dallas County Departments to assignable space hierarchy ▪ Develop building-floor-department-room-workstation relationships within Asset Management Database ▪ Utilize Central Receiving and Staging Area(s) represented by bar-code value(s) for beginning of Asset Audit Trail ▪ Create Field Receiving and Staging Areas represented by bar-code values ▪ Develop Dallas County Asset Standards Table within Asset Management Database (this will facilitate the receiving process) ▪ Receive, assign bar-code value and record (scan) County assets utilizing the Dallas County Asset Standards and the Assignable Space Inventory value for the Central Receiving Staging Area ▪ Enter Asset Records into Web-based Fixed Asset Subsystem ▪ Provide report to County Designate(s) of all received assets ▪ Deliver or Deploy (via project activity or Centrally Received) County assets ▪ Project Support Team or Field Technicians will Record (scan) County assets in their new location. Note: The assignable space relationships previously defined in most cases, would update ownership of Dallas County Assets. ▪ Provide report to County Designate(s) of asset movement from Central Receiving and Staging to initial county placement or from deployment warehouse ▪ Manage or coordinate IMAC related scanning and reporting of assets during the interim phases of the asset life cycle ▪ Coordinate surplus and disposal activities as required (grant equipment screening, removal of idle and decommissioned assets) ▪ Provide periodic spot audits of assets (if and as required) ▪ Provide comprehensive inventory of assets as defined by Dallas County IT Management
		6.12	**Inventory Tracking Database** Vendor will provide a database that tracks all assets (hardware and software for desktop computers. It will also work with the Dallas County Operations department to inventory all servers, server software, network equipment and software. The physical inventory of servers will be coordinated with the central operations server and network support group. Dallas County will be provided a copy of the inventory database.

		6.13	**Elements of Inventory Tracking Database** The Inventory team will collect the following attributes: ▪ Control Number (barcode assigned to assignable space) ▪ Description ▪ Manufacturer ▪ Model ▪ Serial Number ▪ Dallas County Asset ID (if applicable) ▪ Building, Facility ▪ Asset Standards (with State level class and commodity coding) ▪ FRW (Floor Room Workstation) ▪ Employee ▪ Department ▪ Software loaded on each desktop
		6.14	**Inventory Reporting Tools (portal)** Provide a portal into the inventory tracking database that will allow Dallas County IT management to check inventory reports and details at will. This will be available over the internet to approved users.
		6.15	**Installs, Moves, Adds, Changes (IMACs)** Vendor will be responsible for ALL moving of desktop equipment within the county. This will make it easier to maintain an accurate inventory. At each service call, the field technician will perform an inventory of the system that is being repaired. They will also inventory all equipment that they move and upload that inventory into the central inventory system. As part of each MAC, the technician will verify power, connectivity and system functionality.
		6.16	**Procedures for Maintaining Inventory Accuracy** Vendor will provide their proposed procedures for maintaining the inventory accuracy (i.e., who, what, when, where and how). Consideration should be given to how to demonstrate accuracy to the Dallas County IT Management and Auditors office.
		6.17	**Procedures for removal of recovered assets** Vendor will provide a process that will ensure that equipment that is removed from the user areas is tracked until it is disposed of at which time it is removed from the active inventory.
		6.18	**Historical Inventory** Vendor will provide a process that will track all equipment that is removed from the active inventory (i.e., asset number, disposal date, reconciliation information with fixed asset system, etc.).

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 RFP
If a Firm discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, he shall immediately notify the County of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. Written notice will be given to all parties who have been furnished with the RFP 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 RFP 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 RFP 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 RFP. Such exhibits shall be clearly marked with the applicable reference number of the questions in the RFP. Proposals must address the requirements since the RFP 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 RFP, but which are necessary to

provide the functional capabilities described by the Firm, shall be included in the Proposal.

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

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 RFP's submitted shall remain in effect for a minimum period of 180 days.

Information requested in the RFP 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 RFP 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 RFP 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 RFP or subsequently during the selection process.

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

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

contract.

INVOICES

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

The original invoice is to be sent to the County Auditor's Office 500 Main Ste. 407 Dallas, Texas 75202. A copy of the invoice is to be sent to the Dallas County MIS Director, 411 Elm St. 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.

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 RFP in entirely as determined to be in the best interests of the County. Any Proposal received which does not meet the requirements of this RFP, may be considered to be non-responsive, and the Proposal may be rejected. Proposers must comply with all of the terms of

this RFP 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 RFP requirements or excuse the proposing Firm from full compliance with the RFP. Notwithstanding any minor technicalities, the County may hold any Firm to strict compliance with the RFP.

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 RFP will be subject to the availability of governmental fiscal funding. If such funds become reduced or unavailable, any contract agreement shall be subject to immediate modifications, reduction or termination on the expiration date or date in which the funds have been 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. However, in the event of the assignment or sale of original awardee's assets, Dallas County, at its option, may terminate or renegotiate the terms of this Contract.

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.

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

1) Statutory Workers' Compensation Insurance that meets the requirements of the Texas Workers' Compensation Act, Title 5, Subtitle A of the Texas Labor Code, or, if self-insured, then Contractor must provide to County evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance. If Contractor has no employee (as defined by the Texas Workers' Compensation Act), Contractor shall provide County with a sworn Affidavit stating that there is no employee in lieu of a Certificate of Insurance, attached hereto as Exhibit B and incorporated by reference for all purposes. 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. Contractor shall bear the burden of all workers' compensation coverage for all of its subcontractors and subcontractors' employees who do not have workers' compensation coverage. Contractor also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self insurance, with the Texas Department of Insurance – Division of Workers' Compensation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

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

2) Professional Liability Insurance or Errors and Omissions Insurance. Contractor shall indemnify County for damages resulting from defects, errors or omissions and shall secure, pay for and maintain in full force and effect during the term of this Contract and any subsequent extensions hereto and thereafter for an additional five (5) years from the effective date of cancellation, termination or expiration of this Contract or any subsequent extensions hereto, sufficient errors and omissions insurance in a minimum amount of Five Hundred Thousand and 00/100 Dollars ($500,000.00) per occurrence with certificates of insurance evidencing such coverage to be provided to the County.

3) Commercial General Liability Insurance, including Contractual Liability Insurance. Commercial General Liability Insurance coverage for the following: (a) Premises Operations; (b) Independent contractors or consultants; (c) Products/Completed operations; (d) Personal injury; (e) Contractual liability; (f) Explosion, collapse and underground; (g) Broad form property damage, to include fire legal liability. Such insurance shall carry limits of Five Hundred Thousand and 00/100 Dollars ($500,000.00) for bodily injury and property damage per occurrence with a general aggregate of Five Hundred Thousand and 00/100 Dollars ($500,000.00) and products and completed operations aggregate of Five Hundred Thousand and 00/100 Dollars ($500,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors or such additional coverage or increase in limits specifically contained within the bid specifications.

4) Commercial Automobile Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (i.e. cab), Contractor shall furnish to the County a certificate showing commercial automobile liability insurance covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the services performed under this Contract, with the minimum limits of One Hundred Thousand and 00/100 Dollars ($100,000.00) each person and Three Hundred Thousand and 00/100 Dollars ($300,000.00) each accident for bodily injury and One Hundred Thousand and 00/100 Dollars ($100,000.00) each occurrence for property damage or a combined single limit for bodily injury and property damage liability in a minimum amount of Four Hundred Thousand and 00/100 Dollars ($400,000.00).

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

1) Name Dallas County, its elected officials, officers, employees, agents and representatives as additional insureds (as the interest of each insured may appear) as to all applicable coverage.

2) This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) calendar days prior written notice, or ten (10) calendar days

for non-payment of premium, has been given by the insurance company to the County.

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

4) Provide for notice to the County to the person and at the address shown below by certified mail, return receipt requested, and full postage paid, sent to:

Dallas County Director of Purchasing
Records Building, 6th Floor
509 Main Street, Room 623
Dallas, Texas 75202-5799

5) Contractor 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. Contractor 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 and in the event that an insurance company should deny coverage.

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

G. Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder. Any and all copies of Certificates of Insurance shall reference any applicable RFP (Request for Proposal) number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the *Dallas County Director of Purchasing* 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.

H. All insurance coverage shall be on a per occurrence basis or a per claim basis if Contractor provides for five (5) year tail coverage, unless specifically approved in writing and executed by the County's Director of Purchasing and Risk Manager.

I. All insurance required to be carried by Contractor and/or subcontractors under this Contract shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to

County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Contractor.

J. 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 Contractor'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 Contractor to stop work hereunder, which shall not constitute a Suspension of Work;

2) Withhold any payment(s) which become due to Contractor hereunder until Contractor 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 the County to complete this Contract by contracting with the "next low proposal." Contractor will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to County by Contractor on demand; or

d) any combination of the above;

4) Any combination of the above.

K. Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.

L. Acceptance of the services, or failure to act by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the services performed by Contractor, its employees, subcontractors, and agents.

M. Nothing herein contained shall be construed as limiting in any way the extent to which

Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Contract.

N. 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.

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 ad 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 EXENSES, 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 APPRORIATE, MAKE EMPLOYEES AVAILABLE AS SUCCESSFUL FIRM MAY REASONABLY REQUEST WITH REGARD TO SUCH DEFRENSE, SUBJECT TO THE REIMBURSEMENT BY SUCCESSFUL FIRM OF ALL COSTS AND EXPENSES OCCASIONED BY THE COUNTY'S COOPERATION IN SUCH DEFENSE. SUCCESSFUL FIRM AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT THE COUNTY'S CONSENT, WITH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.

DISCLOSURE FORM CIQ

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Dallas County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire is included in this solicitation. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Dallas County Clerk at 509 Main Street, 2nd Floor, Dallas, Texas 75202.

USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS

Proposers are advised that all resultant contracts may be extended, with the authorization of the proposer, to other political jurisdictions to permit their ordering of services/supplies at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor(s) must deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. Dallas County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your offer.

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

Dallas County shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.