

**Solicitation Number No.: 2026-036-7121,      Pre-Qualification Meeting Date: July 01, 2026 @ 11:00 a.m. (CST)**  
**Project Title: Psychological Screening and Counseling for the Sheriff's Office and other Law Enforcement Personnel**  
**Qualification Due Date: July 30, 2026 @ 2:00 p.m. (CST)**



**REQUEST FOR QUALIFICATION FOR**  
**Psychological Screening and Counseling for the Sheriff's Office and other Law Enforcement Personnel**

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## **I. Introduction, Purpose and Intent**

The intent of this solicitation is to seek submittals from qualified individuals, organizations, and/or firms ("providers") to provide Psychological Screening and Counseling of Law Enforcement Personnel and other law enforcement agencies in the County. Services shall include, but are not limited to, professional counseling, psychological assessments, fitness-for-duty evaluations, pre-employment psychological screenings, critical incident response, and related mental health support services for County law enforcement personnel. The selected offeror(s) will be awarded a five-year contract.

The intent of this solicitation is to identify and select a qualified provider capable of delivering confidential, professional, and timely psychological services that support the health, wellness, and operational readiness of law enforcement staff. Providers must demonstrate experience working with public safety personnel and possess the qualifications, licensing, and resources necessary to perform these specialized services in accordance with applicable federal, state, and local laws, regulations, and professional standards.

Dallas County anticipates continued demand for psychological screening and counseling services based on historical usage from 2023–2026, totaling approximately \$805,000. Pre-employment psychological screenings represent the primary driver of both volume and cost, with an estimated 500–750 screenings conducted annually to support ongoing hiring across the Sheriff's Office and other law enforcement agencies. Additional services, including fitness-for-duty evaluations and no-show/cancellation fees, represent a smaller but consistent portion of overall usage. These estimates are provided for planning purposes only and do not guarantee a minimum level of service or expenditure.

## **II. Specifications or Scope of Work**

### **A. Pre-employment Psychological Screening**

- a) Pre-employment Psychological Screening is a requirement of the Texas Commission on Law Enforcement Officer Standards and Education.

The provider shall be required to provide the following services pursuant to state and departmental requirements.

The provider shall provide the written assessment of the applicant based on a minimum of 4 different written tests or assessments. Tests shall be in compliance with Texas Commission on Law Enforcement (TCOLE) and industry standards.

The provider will be responsible for the entire process of supplying, administering and grading of all written psychological tests. All portions of the pre-employment testing must be done by the provider at the location to be agreed upon by the provider, Dallas Sheriff Department, and other law enforcement agencies in the County.

- b) Evaluation services will be provided either in person or online for the following applicant's tests position of Deputy Sheriff, Detentions Service Officer, Special Response Team, Part-time Bailiff, County Security, Communications Officer, Communications Supervisor, Deputy Constable, and other law enforcement agencies in the County as selected through standard department procedure/Civil Service requirements.
- c) Provider shall provide a personal one-on-one conference with said applicants subsequent to the evaluation of the written tests. Based upon provider's professional determination, provider shall either pass or fail the applicant for fitness for employment. provider shall sign the required state form (L-3) and affix his state licensing number. Provider shall sign departmental evaluation form with pass or fail marked along with diagnosis if applicable.
- d) Provider shall surrender said state and departmental forms, written testing instruments to the Dallas Sheriff's Department and other law enforcement agencies in the County for maintenance.
- e) Provider shall provide written feedback within 48 hours on personal applicant interviews and test evaluation.
- f) Provider shall provide the above enumerated pre-employment services for the Dallas County Sheriff's Department and other law enforcement agencies in the County.
- g) Frequency and volume of applicant test-conference evaluation will be determined by the Dallas County Sheriff's

- h) Department and other law enforcement agencies in the County based on staffing levels, departmental needs, and recruiting capabilities. Time of test-evaluation/conference is to be during normal business hours of the Dallas County Sheriff's Department/Resource Development Division, and other law enforcement agencies in the County. Hours of test evaluation/conference shall be based on a flexible agreement between Dallas County Sheriff's Department, other law enforcement agencies in the County, and provider.
- i) Provider must be licensed and approved for the practice of psychology in the State of Texas by the State Board of Examiners of Psychologists.

**B. Psychological Health Maintenance Program**

- a) Provider shall provide personal psychological counseling services to Dallas County Sheriff's Department and other law enforcement agencies in the County members and families (family members as defined by Dallas Sheriff's Department and other law enforcement agencies in the County Civil Service Rules and Regulations) in the event of a shooting or critical incident.
- b) Availability of Provider for said counseling to be 24 hours a day. Provider will be required to provide an answering service for patients to reach when services are needed.
- c) Suggestion of Provider and concurrence of the client determine location of counseling. Location of counseling shall include, but not be limited to, any facility under control and operation of the Sheriff and/or other law enforcement agencies in the County, or the Provider's personal/professional office. The convenience of Provider is superseded by respect for confidentiality required by the client.
- d) The manner and method of counseling shall be deemed appropriate for the circumstance/condition by Provider. Client has the right to refuse manner and method of counseling unless departmentally required (see "F" below).
- e) The manner and method of counseling must be considered medically appropriate, acceptable, and recognized by the American Psychological Association and the Texas State Board of Examiners of Psychological.
- f) Provider shall provide diagnosis and administrative recommendations to the Sheriff and other law enforcement agencies in the County, or his/her staff (upon request) regarding the department member's fitness for duty. The provider will provide the Department with a written report outlining the kind diagnostic or assessment tests completed their results and the overall recommendation of the provider concerning the psychological fitness for duty of the employee in a law enforcement environment the same day as the evaluation.

**C. Training/Education Program**

- a) Provider shall act as an instructional resource (trainer/teacher) in various basic and in-service training programs for the Dallas Sheriff's Academy and other law enforcement agencies in the County.
- b) Provider shall provide personal instruction in various police psychological/social psychology areas including but not limited to peace officer's role in society, recognizing and handling abnormal people, police stress (recognition and management), and handling the mentally ill.
- c) Provider is responsible for lesson/handout preparation.
- d) Instructions shall be given at the Dallas County Sheriff's Training Academy (currently located at 8401 S. Polk Street, Dallas, Texas 75232, but subject to change). For other law enforcement agencies within the County, instructions will be provided at their respective designated training facilities.
- e) Standard instructional hours shall align with the normal operating schedule of the Dallas County Sheriff's Academy, which are 8:00 a.m. to 5:00 p.m. As other participating agencies may operate on alternative schedules, scheduling must be verified directly with them. The Provider must remain flexible and accommodate requests for limited evening/night instruction or program evaluations.
- f) Scheduling of programs will be conducted to provide primarily for the needs of the Department while constant consideration for the convenience/obligations of the provider is maintained.

- g) Provider will be required to provide a detailed lesson plan for each class based on class objectives provided by the Sheriff's Academy Commander and other law enforcement agencies in the County. Lesson plans should be turned into and approved by the Sheriff's Academy Commander and other law enforcement agencies in the County at least two weeks prior to any class presentation by the provider. Class handout material can be copied by the Academy provided the Provider provides the material one week prior to the date of class presentation.
- h) Instructional blocks shall vary with programs but shall not be presented in less than four (4) hours blocks or more than eight (8) hour blocks. An eight-hour program may be divided into two 4-hour sessions. Approximately yearly average of instructional hours is 136.

**D. Post Deadly Force Trauma Counseling**

- a) Provider shall provide personal psychological counseling services to Dallas Sheriff's Department, any Constable Deputies, other law enforcement agencies in the County, or Dallas County Security members resulting from serious use of force incidents (as Department or employee deems necessary).

**E. Fitness for Duty Assessments**

- a) Provider shall provide Fitness for Duty Assessments as requested by any County Law Enforcement or Security Department that meets industry standards.
- b) Fitness for Duty Assessments may be requested in order to determine whether an individual is mentally and/or emotionally fit to continue their assigned duties. The assessment must be conducted within 2 days of notification and a written evaluation provided to the requester with 3 days of the evaluation.

**F. Administration**

- a) Provider shall provide a monthly bill to the Resource Development Division Commander or his designated representative on the first of every month. The bill will identify the amount of work accomplished by category during the preceding month.
- b) Categories for billing include but are not limited to the number of pre-employment assessments (passed/failed), fitness for duty assessments (passed/failed), and training hours by type of class, external department referrals, number of department members, and family members being seen under self-referral.
- c) Records developed by the provider on pre-employment and fitness for duty work are considered records of the Sheriff's Department and other law enforcement agencies in the County and will be turned over to the department when requested. It is acknowledged that the provider may keep copies of applicable professional information on each employee evaluated for future reference but that it will remain confidential. Release of this information outside the Department must be for good cogent reasons and is only authorized with prior written approval from the Department.
- d) Records pertaining to Sheriff's Department and other law enforcement agencies in the County job applicants and employees are considered confidential and for the official use of the provider or the Department only. These records will not be provided to anyone outside of the Sheriff's Department and other law enforcement agencies in the County without prior written consent of the Department. The content of these records will not be shared with anyone outside of the department without prior consent of the Sheriff's Department and/or other law enforcement agencies in the County.
- e) Provider is responsible to defend their psychological assessments or recommendations if challenged by appropriate statutory or regulatory authority or by legal proceedings to include testimony in court. The Department cannot vouch for the professional recommendations of the provider.
- f) The provider may use a subcontractor to perform his role when there is illness or vacation set up for a period of up to two weeks subject to advanced agreement by the Sheriff's Department and other law enforcement agencies in the County. Such a subcontractor must be recommended by the provider and accepted by the Sheriff's Department and other law enforcement agencies in the County. Recommended subcontractor must be fully qualified in the field and licensed to operate as a psychologist in the State of Texas. The recommended

subcontractor will be paid by the provider. The provider is responsible to defend the work of the recommended subcontractor to include legal challenges to include testimony. The Dallas Sheriff's Department and other law enforcement agencies in the County will not defend the work of the subcontractor.

G. Pre-exempt Screening

- a) Must be able to provide TCOLE a copy of the signed Psychological and Emotional Health Examination (L-3) if an applicant does not pass the psychological exam within 30 days.

### III. References & Minimum Qualifications

Dallas County requires respondents to submit reference letters from at least three (3) sources or customers for whom the respondent has provided services of similar size and scope. This requirement applies to all solicitations resulting in a service contract.

- **Letters of Reference:** respondents must provide three (3) formal letters of reference from previous clients. Each letter must include documentation verifying satisfactory performance and a description of the services rendered.
- **Business Longevity:** respondents must provide evidence that the firm has been in continuous operation for a minimum of three (3) years.
- **Minimum Qualifications:** Start-up companies and newly formed entities do not meet the minimum experience requirements for this solicitation. All respondents must be established entities with the requisite operational history

### IV. Evaluation Criteria

Qualifications shall be evaluated based on the evaluation criteria contained herein. Award recommendation shall be based on the highest ranked qualified(s).

Criteria	Points
Professional Qualifications / Licensed State of Texas / Board Certification	45
Experience	40
SBE	15
Total Points	100

### V. Qualification Submittal Format

The qualifications shall be divided into tabbed, marked sections and shall include but not limited to information in the format as described in this section.

In order to expedite the evaluation and comparison process, County requests that the RFQ be organized in accordance with the format outlined below. Qualifications that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores. A table of contents shall be provided that identifies the consecutive page numbers where to find the various sections included in the qualifications.

#### 1. Cover Letter

The cover letter must accompany the executive summary and include:

- Respondent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of Respondent.
- The name, title, address, e-mail address, telephone number and fax number of the person signing the letter and to whom all future correspondence and/or communications may be directed by Dallas

County concerning this solicitation.

- c. The type of business entity that respondent will enter into an agreement with Dallas County and the identity of any other business entities that will comprise Respondent.

## **2. Executive Summary**

The purpose of the Executive Summary is to provide an overview of Respondent's and its Subconsultants'/Subcontractors' qualifications to perform the Services outlined in this RFQS. At a minimum, the Executive Summary must contain the following information:

- a. Complete legal name of Respondent and the name of the legal entities that comprise Respondent. Respondents must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity (including services provided), contact name, address, phone number, and fax number, as well as the legal structure of the entity and a listing of offices.
- b. The general and specific capabilities and experience of Respondent's Team.

## **3. Professional Qualifications / Licensed State of Texas:**

Submit documentation of experience in performing similar work. Provide a record of reliability of timely delivery. Demonstrate availability and experience of key personnel.

## **4. Experience**

Expertise of the respondent shall be demonstrated by past successes providing three (3) agencies reference letters with similar services.

The Request for Qualifications – are limited to a maximum of twenty (20) pages.

Each page shall be consecutively numbered and identified sequentially by section. Request for Qualifications must be submitted single sided; each printed side of any page will count as a numbered page. Please do not submit any Request for Qualifications or portion of your response in a font size less than ten (10) points. RFQs must be tabbed and indexed in accordance with the information requested.

## **VI. Documents Submitted with Qualification or Upon Request**

1. Attachment S - Small Business Enterprise (SBE) Forms (mandatory must be submitted with qualification.

## **VII. Pre-Qualification Meeting**

During the solicitation process respondents are required to limit their communication regarding this project to the Buyer referenced herein. A pre-qualification meeting will be held by the County whereby the respondents will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The pre-qualification meeting will be the only time when respondent and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be address through the County's purchasing platform, <https://www.bidnetdirect.com/texas/dallas-county>, to the assigned Buyer. The County will respond to all questions by way of addendum which will be posted as part of the solicitation. The County, its agents, and employees shall not be responsible for any information given by way of verbal communication.

Pre-qualification conference **July 01, 2026, at 11:00 a.m. (CST)**,, the pre-qualification meeting will be conducted through a conference call.

**Microsoft Teams Meeting Link:**

<https://gcc02.safelinks.protection.outlook.com/ap/t-59584e83/?url=https%3A%2F%2Fteams.microsoft.com%2Fmeet%2F28670517814850%3Fp%3DNQDbRlvPEXhn85VuuS&data=05%7C02%7CMarina.Valley%40dallascounty.org%7Cc1e5d85551224b016fd808decc7b2271%7C51adcfad72f1479cb28f52412e04014b%7C0%7C0%7C639173026385332068%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOIjoiTWFPbCIslldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=pIAK7Ahx8HjWpImAWM1HHzmqVvVcHuppVw%2FOv7cTHAVk%3D&reserved=0>

**Meeting ID:** 286 705 178 148 50

**Passcode:** 4Yx7FZ2T

The deadline for the submission of questions is on **July 16, 2026 at 1:00 p.m. (CST)** through Bidnet.

### **VIII. Term and Commencement Date**

This will be a **five-year** term contract with **no renewal options** commencing upon award by Commissioners Court, upon meeting any insurance and/or bonding requirements (if applicable) and/or fully executing the contract (if applicable).

### **IX. Award Method**

The County's intent is to award this solicitation in its **entirety**, but the County reserves the right to award in the method that is most advantageous to the County.

The County reserves the sole discretion to determine whether a solicitation response is responsive. County reserves the right to reject any or all qualifications and to waive minor irregularities or discrepancies in any solicitation response as may be in the best interest of County. Late responses will not be considered for award.

### **X. Opening of Qualifications**

Qualification reading shall be conducted: **July 30, 2026, at 2:30pm (CST)** on the day the qualifications are due. The reading will be conducted via a live meeting online at (insert solicitation opening link here). Qualifications will be publicly opened in compliance with public solicitation opening statutory requirements.

Respondents names will be publicly read aloud. It is the responsibility of the re to clearly mark and identify all portions of the qualification, which, in the respondents opinion, contain trade secrets, confidential information and other proprietary information. All qualifications are subject to the Texas Open Records Act process.

**Bid Reading Link:**

[https://gcc02.safelinks.protection.outlook.com/ap/t-59584e83/?url=https%3A%2F%2Fteams.microsoft.com%2F1%2Fmeetup-join%2F19%253ameeting\\_NzM5OTY1YjEtYjllZS00YzIxLjZGQjZjY5N2Uw%2540thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252251adcfad-72f1-479c-b28f-52412e04014b%2522%252c%2522Oid%2522%253a%2522d34267e4-617b-4d0c-9984-9ac6edcceb57%2522%257d&data=05%7C02%7CMarina.Valley%40dallascounty.org%7Cbaab01e3d9654099e15d08decc7a971b%7C51adcfad72f1479cb28f52412e04014b%7C0%7C0%7C639173024044213372%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOIjoiTWFPbCIslldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=7q7%2FRypML3N4U1Bg4BNZEgySgO5uJOYLS%2BkR%2FzBhKzM%3D&reserved=0](https://gcc02.safelinks.protection.outlook.com/ap/t-59584e83/?url=https%3A%2F%2Fteams.microsoft.com%2F1%2Fmeetup-join%2F19%253ameeting_NzM5OTY1YjEtYjllZS00YzIxLjZGQjZjY5N2Uw%2540thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252251adcfad-72f1-479c-b28f-52412e04014b%2522%252c%2522Oid%2522%253a%2522d34267e4-617b-4d0c-9984-9ac6edcceb57%2522%257d&data=05%7C02%7CMarina.Valley%40dallascounty.org%7Cbaab01e3d9654099e15d08decc7a971b%7C51adcfad72f1479cb28f52412e04014b%7C0%7C0%7C639173024044213372%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOIjoiTWFPbCIslldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=7q7%2FRypML3N4U1Bg4BNZEgySgO5uJOYLS%2BkR%2FzBhKzM%3D&reserved=0)

**Meeting ID:** 291 167 524 336 169

**Passcode:** pU2EC64X



### **XI. Additional Questions and Answers During and/or After the Pre-Qualification Conference**

Firms will be required to any submit additional questions presented at the pre-qualification and/or after the conference. All additional questions must be received by **July 16, 2026 at 1:00 pm (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 deadline date.

### **XII. Qualification Submittal and Exception Requirements**

1. The County will review qualifications complying with the due date and time to determine whether qualifications are responsive and responsible and whether the qualifications meets minimum requirements.
2. The County may conduct all necessary inquiries or investigations, including but not limited to, contacting references to verify the statements, documents, and information submitted in connection with the qualification.
3. Please be aware that Dallas County may use sources of information not supplied by the respondent concerning the abilities to perform this work or meet the minimum requirements. Such sources may include current or past customers of the organization; current or past suppliers; articles from industry newsletters or other publications or from non-published sources made available to Dallas County.

### **XIII. Communication**

Upon release of the solicitation and throughout the solicitation process, providers/firms, their employees, affiliates, and any paid or unpaid representatives acting on their behalf shall not contact Dallas County employees, department heads, or elected officials regarding this solicitation.

Such contact may result in the provider being disqualified. All questions and request for information related to this solicitation must be coordinated through Rosa Golden.

All questions regarding this solicitation are to be submitted in writing to Rosa Golden, Dallas County Purchasing Department via Bidnet <https://www.bidnetdirect.com/texas/dallas-county>, the County's procurement platform. If the respondent does not have access to the County's solicitation platform, the respondent may submit their questions in writing via email to [rosa.golden@dallascounty.org](mailto:rosa.golden@dallascounty.org). Please reference the qualification solicitation number in the subject of the email.

All questions, comments and requests for clarification must reference the solicitation 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.

**NOTE: 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. Respondents 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.php> (go to the appropriate RFQ #, click on the appropriate hyperlink for viewing and/or downloading.)**

### **XIV. Proposal Submittal and Exception Requirements**

To be considered for award, the proposal response must be submitted by **July 30, 2026 @ 2:00 p.m. (CST)**. Responses shall be submitted electronically through Bidnet, the County's online public solicitation platform <https://www.bidnetdirect.com/texas/dallas-county>. Although the County prefers submissions in electronic form, a respondent may elect to submit their proposal in hard copy. To submit in hard copy, the provider may deliver or ship to: Dallas County Purchasing Department, Records Building 500 Elm Street, Suite 5500, Dallas,

Texas 75202. When submitting a response in hard copy, the County requires two (2) duplicate hardcopies (one original and one copy) to be submitted.

Any exceptions to the specifications/scope of work and/or terms and conditions shall be included in the solicitation response and shall appear in its own tab. Exception shall reference the page number, section and language for which exception is taken. The County reserves the right to reject any exception not in the best interest to the County or may lead the response to be considered nonresponsive and not considered for award.

Note: On December 19, 2024 Dallas County implemented a new public solicitation platform and will be posting all solicitations for goods, services, and construction through Bidnet. Providers seeking to do business with Dallas County will be required to register, (<https://www.bidnetdirect.com/texas/dallas-county>). By registering, providers will be able to receive solicitation notices, view open solicitations, and submit their response online to desired business opportunities.

## **XV. Review of Qualification**

All qualifications will be examined by an evaluation committee consisting of various Dallas County personnel, Dallas County Purchasing, and representatives selected by the County of Dallas in proportion to contribution sizes.

Qualifications that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration. However, Dallas County reserves the right to accept such a qualification if it is determined to be in the best interest of Dallas County.

Evaluations are based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the respondent. The qualification response may be incorporated into any contract which results from this RFQ, and respondent are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the respondent to meet such claims will result in a requirement that the respondent provide resources necessary to meet submitted claims.

Dallas County Purchasing may initiate discussions with selected respondent; however, discussions may not be initiated by respondent. Dallas County Purchasing expects to conduct discussions with provider's representatives authorized to contractually obligate the provider with an offer. Respondents shall not contact any Dallas County personnel during the RFQ process without the express permission from the Office of the Dallas County Purchasing Agent. Dallas County Purchasing may disqualify any provider who has made site visits, contacted Dallas County personnel or distributed any literature without authorization from Dallas County Purchasing.

All correspondence relating to this RFQ, from advertisement to award shall be sent to Dallas County Purchasing. All presentations and/or meetings between Dallas County and the provider relating to this RFQ shall be coordinated by Dallas County Purchasing.

Selected respondent may be expected to make a presentation/product demonstration to an evaluation committee. Qualifications, presentations and product/service evaluations may develop into negotiating sessions with the respondent(s) as selected by the Evaluation Committee. Dallas County expects to conduct negotiations with respondent's representatives authorized to contractually obligate with an offer. If respondent is unable to agree to contract terms and conditions, Dallas County reserves the right to terminate contract negotiations with that respondent and initiate negotiations with another respondent. In addition to a presentation, visits by the Evaluation Committee to representative respondent's client sites may be conducted where the solution can be demonstrated in a production environment.

## **XVI. Insurance**

Any Contractor or Provider 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

Within ten (10) days after contract award or prior to the commencement of any work or delivery, the Purchasing Agent requires the successful Contractor(s)/Provider(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 elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers, as additional insured(s) (as the interest of each insured may appear).

Contractor at its own expense, consistent with its status as an independent contractor will carry, purchase and maintain insurance coverage, the minimum insurance coverage set forth immediately below, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the *Texas Insurance Code*, having an A.M. Best Rating of "A" or better, and in amounts not less than the following minimum limits of coverage:

The policies may provide coverage, which contains deductibles or self-insured retention. Such deductibles 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.

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

- 1.1. Workers Compensations and Employer's Liability Insurance or self-insured employee in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all his employees assigned to operate or work under this Contract. In the event the Contractor elects to sublet any work, Contractor shall require Sub-Contractors to provide Workers' Compensation Insurance for all of the latter's employees unless the Contractor affords such employees protection. Contractors shall be responsible for workers' compensation insurance for subcontractors or sub-lessees who directly or indirectly provide service under Dallas County contract.

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$500,000:

Employers Liability - Each Accident	\$500,000
Employers Liability - Each Employee	\$500,000
Employers Liability - Policy Limit	\$500,000

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation
- b. Thirty (30) day Notice of Cancellation

- 1.2. Commercial General Liability: Contract shall maintain Commercial General Liability Insurance coverage must include the following: (a) Premises; (b) Operations; (c) Independent Contractor's Protective Liability; (d) Products and Completed Operations; (e) Medical Expense; (f) Personal and Advertising Injury; (g) Contractual Liability; (h) Broad form property damage, to include fire legal liability. Such insurance shall carry in an amount not less than One Million and 00/100 (\$1,000,000.00) for bodily injury (including death), property damage, and blanket contractual coverage per occurrence with a general aggregate of Two Million and 00/100 (\$2,000,000.00) and products and completed operations aggregate of Two Million and 00/100 (\$2,000,000.00).

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation
  - b. Thirty (30) day Notice of Cancellation
  - c. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers.
- 1.3. Automobile Liability Insurance: Contractor shall maintain Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than Five Hundred Thousand 00/100 (\$500,000.00) Combined Single Limit of Liability for Bodily Injury and Property Damage. Such insurance is to include coverage for loading and unloading hazards.

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation
  - b. Thirty (30) day Notice of Cancellation
  - c. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers.
- 1.4. Professional Liability (Errors and Omissions / Malpractice) Insurance  
Contractor shall maintain Professional Liability Insurance, including coverage for errors, omissions, negligent acts, malpractice, counseling services, psychological evaluations, fitness-for-duty assessments, pre-employment psychological screenings, and other professional services performed under this Contract.

Such insurance shall be maintained with limits of not less than:

- Professional Liability – Each Claim: \$2,000,000
- Professional Liability – Aggregate: \$2,000,000

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincide with the effective date of the Contract. Coverage shall be continuously maintained throughout the term of the Contract and for a period of not less than two (2) years following expiration or termination of the Contract.

Contractor shall provide evidence of such coverage upon request by Dallas County. Professional Liability Insurance shall be maintained by an insurer authorized to do business in the State of Texas and having an A.M. Best rating of A- or better.

Policies under this Section shall include the following endorsements in favor of Dallas County:

- a. Thirty (30) day Notice of Cancellation, Non-Renewal, or Material Change in Coverage; and
- b. Coverage shall apply to all professional services performed by Contractor, its employees, agents, and approved subcontractors under this Contract.

Professional Liability Insurance shall not be required to name Dallas County as an additional insured.

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

- a. Endorsement: Except Workers Compensation and Professional Liability, name Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees

- and volunteers as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage;
- b. Endorsement: Provide for thirty (30) days prior written notice will be given to the County for cancellation, non-renewal or material reduction/change in coverage provided under all policies, except in cases of cancellation for non-payment, in the event of which notice shall be provided as required by state law to Dallas County;
  - c. Endorsement: Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss;
  - d. Provide for endorsement that the "other insurance" clause shall not apply to County where County is the additional insured on the policy;
  - e. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of the contract is satisfactorily completed and formally accepted;
  - f. All insurance coverage shall be on a per occurrence basis, if coverage is written on a claims-made basis, the retroactive date shall be prior to or coincide with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. The coverage shall be continuous for the duration of the contract agreement and for not less than two (2) years following the end of the contract agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the contract agreement;
  - g. Contractor shall be solely responsible for the deductible and/or self-insured retention for any loss;
  - h. Contractor insurance policies coverage shall be written on a primary basis and non-contributory with any other insurance coverages and/or self-insurance carried by Dallas County;
  - i. Default/Cumulative Rights/Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages.
  - j. Approval and acceptance of Contractor's services and work by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor's services or work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard;
  - k. Contractor shall provide that all provisions of this contract agreement concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies;
  - l. Contractor and their freight contractors must be prepared to show coverage verification prior to entering upon County premises;
  - m. 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 this contract agreement, or cancellation of this contract agreement or both (Dallas County Commissioners Court Order 2003-1792, September 30, 2003);
  - n. Insurance Certificates: The certificates of insurance shall list County as the certificate holder. Any and all copies of Certificates of Insurance shall reference any applicable (Solicitation Number, Commissioners Court Order Number, or contract 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 agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: Dallas County Purchasing Agent located at 500 Elm Street, Suite 5500, Dallas, Texas 75202; and
  - o. All insurance required to be carried by Contractor or subcontractors under this contract agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do

business in the State of Texas. Acceptance of or the verification of insurance by County shall not relieve or decrease the liability of Contractor.

## **2. Insurance Lapse**

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 five percent (5%) retainage shall be held by County until six (6) months after the date lapse in coverage is cured or Term of the Contract has ended or has otherwise been terminated, canceled 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. The County shall retain the funds if a claim is received or lawsuit and use the funds to defend, pay costs of defense or settle the claim.

## **XVII. Discussion With Reasonably Qualified Respondents**

The County reserves the right to engage in discussions or conduct interviews, either oral or written, with the respondent determined by the evaluation criteria to be reasonably viable to being selected for award. If discussions or interviews are held, the Contract Specialist may request best and final offers. The request for best and final offers may include:

- Notice that this is the opportunity to submit written best and final offers
- Notice of the date and time for submission of the best and final offer
- Notice that if any modification is submitted, it shall be received by the date and time specified or it will not be considered
- Notice of any changes in the qualification requirements

Following evaluation of the best and final offers, purchasing may select for negotiations the offer that is most advantageous to the County, considering price or cost and the evaluation factors in the RFQ.

After the most advantageous respondent(s) has been identified, Contract negotiations may commence. If at any time Contract negotiation activities are judged to be ineffective, Office of Procurement Services will cease all activities with the respondent and begin Contract negotiations with the next highest ranked respondent. This process may continue until either both the respondent and Commissioner's Court executes a completed Contract or the Procurement Department determines that no acceptable alternative qualification exists.

The County reserves the right to reject any or all qualifications received or to award, without discussions or clarifications, a Contract based on initial qualifications received. Therefore, each qualification should contain the respondent's best terms from a price and technical standpoint. Also, only respondent submitting qualification will be notified of any communications after the RFp closing.

## **XVIII. Rejection or Acceptance of Qualifications**

The County reserves the right to accept or reject in part or in whole any qualification submitted. The Purchasing Agent will recommend to Commissioners Court award to the highest ranked responsive and responsible respondent as determined by the Purchasing Agent.

## **XIX. Late and Withdrawn Qualifications**

All qualifications must be submitted no later than the qualification due date and time established by this solicitation. Qualifications arriving after the due date and time will not be accepted. Late qualifications delivered by carrier will be return to the respondent unopened.

A respondent has the right to withdraw their qualification prior to the qualification due date and time, thereafter, the respondent shall submit a formal request to the Dallas County Purchasing Agent requesting to withdraw their qualification.

## **XX. Confidentiality**

Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response by the respondent. County cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Respondents who include information in a qualification that is legally protected as trade secret or confidential shall clearly indicate the information which constitutes a trade secret or confidential information by marking that part of the responses "trade secret" or "confidential" at the appropriate place. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a qualification, the respondent shall, upon request, immediately furnish sufficient written reasons and information as to why the information designated as a trade secret or confidential should be protected from disclosure to Attorney General of Texas for final determination.

## **XXI. Disqualification Of Respondents**

Respondents may be disqualified for, but not limited to, the following reasons:

- Reason to believe collusion exists among the respondents
- The respondents is involved in any litigation against the County of Dallas
- The respondents is in arrears on an existing contract or has failed to perform on a previous contract with the County of Dallas

## **XXII. Permits Required by Law**

Respondents shall comply with all requirements of federal, state, and local statutory requirements and regulations pertinent to or affecting any phase of this contract.

## **XXIII. Records and Audit**

The respondents shall keep accurate records of all components of invoices to the County, including but not limited to times and payroll receipts for hourly personnel utilized by this Contract. These records shall be retained for a minimum of two years after the conclusion of the Contract. The County reserves the right to audit any records it deems necessary for the execution of this Contract.

## **XXIV. Assignment of Contract**

The respondents shall not assign, transfer, sublet, convey or otherwise dispose of the Contract of any part therein or its right, title or interest therein or its power to execute the same to any other persons, firm, partnership, company or corporation without the prior written consent of the County. Should the respondents assign, transfer, sublet, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this section, the County may, at its discretion, cancel the Contract and all rights, title and interest of the respondents shall therein cease and terminate, and the respondents shall be declared in default.

## **XXVI. Default by Respondent**

The following shall be deemed as events of default by respondents under the Contract:

- Respondents shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors;
- Respondents attempts to assign the Contract without the prior written consent of the County;
- Respondents shall fail to perform, keep or observe any term, provision or covenant of the Contract; or
- Respondents fails to properly and timely pay respondents' personnel, suppliers or other respondents and

the failure impacts the County or its Facility in any manner.

In the event a default occurs, the Director shall give the respondents written notice of the default. If the default is not corrected to the satisfaction and approval of the Director within the time specified in such notice, the County may immediately cancel the Contract. At the direction of the Director, the respondents shall vacate the facility, if applicable, and shall have no right to further operate under the Contract.

The respondents, in accepting the Contract, agrees that the County shall not be liable to prosecution for damages or lost anticipated profits if the County cancels or terminates the Contract.

No Waiver: No waiver by the County of any default or breach of any covenant, condition, or stipulation shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

## **XXV. Termination**

The County may terminate this agreement in whole or in part by giving thirty days written notice thereof to respondents. The County will compensate respondents in accordance with the terms of the agreement for all goods and services delivered and accepted prior to the effective date of such termination notice.

## **XXVI. Miscellaneous**

1. After executing the Contract, no consideration will be given to any claim of misunderstanding.
2. Respondent shall submit with the qualification, the required respondent's qualification statement with supporting information as stated herein along with all other supporting documentation requested.
3. Respondents shall thoroughly familiarize themselves with the provisions of the Scope of Work and the Facilities.
4. The County reserves the right to reject all responses and to waive any minor irregularities.
5. A qualification may be disqualified if the corporation or individual respondent is in arrears or in default to the County for delinquent taxes or assessments or on any debt or Contract, whether as defaulter or bondsman; or who has defaulted upon any obligation to the County by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, respondents may be disqualified for poor prior performance on similar Contracts with other entities.
6. The Contract with the respondents will be drawn by the County and may contain such other provisions as are deemed necessary to protect the interests of the County.
7. The respondents agree to abide by the rules and regulations as prescribed herein. The respondents will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
8. If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
9. The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.
10. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the



decision of the County Attorney or his authorized representative shall be final.

## **XXVII. Indemnity**

The selected prosper agrees to defend, indemnify and hold the County, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the selected respondent breach of any of the terms or provisions of the contract, or by any other negligent or strictly liable act or omission of the selected respondent, its officers, agents, employees, or subcontractors, in the performance of the contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of the selected respondent (s) and County, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## **XXVIII. Selection Process**

The internal team will evaluate all qualifications received in response to this RFQ. After reviewing the qualification submissions, consultants may be selected for in-person interviews/oral presentations. From those presentations and possible interviews, the qualifications will be re-evaluated, and final determination will be made. The County will pursue negotiations with the top ranked respondent with the goal of entering into a contract.

## **XXIX. Development Costs**

Neither Dallas County nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this RFQ. Respondents are encouraged to prepare their qualifications simply and economically, providing a straightforward and concise description of your firm's ability to meet the requirements of the RFQ.

## **XXX. Contract Award**

Upon selection of a successful respondent, the County and the respondent will negotiate a final contract, based on the terms outlined in this RFQ. By submitting qualification, the respondent agrees to be bound by these terms and conditions unless otherwise noted in the Submittal. The final contract is subject to County approval.

## **XXXI. Certificate of Interested Parties (Form 1295)**

Section 2252.908 of the Texas Government Code: An Act Addressing Disclosure of Interested Parties.

Effective January 1, 2016, Dallas County, must comply with the "Disclosure of Interest Parties, requirements established under Section 2252.908 of the Texas Government Code as implemented by the Texas Ethics Commission. Briefly stated, all contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or that has a value of at least \$1 million will require the on-line completion of Form 1295 "Certificate of Interested Parties", in accordance with Texas Government Code Statute §2252.908. Form 1295 is also required for any and all contract amendments, extensions or renewals. All business entities are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

**Step 1:** Business Entity completes Form 1295 in electronic format on the Texas Ethics Commission website: ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm))

**Step 2:** Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download(s), print, sign(s) and notarize(s) Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form and have the form notarized.

**Step 3:** At the time of submission of the solicitation to Dallas County the Business Entity must submit the completed notarized Form 1295 with the Certification of Filing with their contract (i.e.: bid, rfp, rfq, soq, etc.) to Dallas County. Upon receipt, Dallas County may proceed with the award and/or execution of the contract.

**Step 4:** Not later than the 30th day after the date the contract has been signed by all parties, Dallas County must notify the Texas Ethics Commission (in electronic format) of the receipt of (1) Form 1295, and (2) the Certification of Filing.

**Step 5:** Not later than the 7th business day after receipt of the above notice, Texas Ethics Commission makes the disclosure available to the public by posting the disclosure on its website.

**County Offices and Departments submitting contracts to Commissioners Court for award/execution are responsible for acknowledging and filing the Form 1295.**

**Definitions:**

(a) "Contract" includes an amended, extended, or renewed contract.

(b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c) "Controlling interest" In accordance with the Texas Ethics Commission, Chapter 46.3(c) and applicable to Texas Government Code §2252.908 - (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d) "Interested party" (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e) "Intermediary" for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

To obtain additional information on Section 2252 and to learn more about the Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

Instructional Videos for Business Entities on how to file online can be found at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), and submit a copy to the buyer before the contract

information will be sent to the County Attorney's Office to draft the contract. Once the terms of the contract are fully negotiated; the recommended provider has signed the contract indicating agreement with the terms of the contract; and the Form 1295 is on file at the Texas Ethics Commission website with a copy provided to the buyer; the staff recommendation will be placed on a County Council agenda to award the contract.

### **XXXII. Conflict of Interest**

No County elected or appointed official or representative, or any employees 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, goods or services, except on behalf of the County as an official or employee. Any violation of this Section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render this Agreement involved voidable by the Commissioners Court of Dallas County. It is the responsibility of Contractor during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Contractor covenants that neither it nor any member of its corporation presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by Contractor.

### **XXXIII. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Contract Provisions**

The following provisions apply to Federally funded procurement:

#### **Clean Air Act**

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

#### **Federal Water Pollution Act**

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA."

#### **Suspension and Debarment**

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The respondents agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.”

Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

By necessary implication and regulation, the prohibitions also do not apply to:

(ii) Covered telecommunications equipment or services that:

a. Are *not used* as a substantial or essential component of any system; and

b. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

The following pertains to projects that include Construction:

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: “During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color,

religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or provider. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or provider as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to

Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

“Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower

**Solicitation Number No.: 2026-036-7121**

**Pre-Qualification Meeting Date: July 01, 2026 @ 11:00 a.m. (CST)**

**Project Title: Psychological Screening and Counseling for the Sheriff's Office and other Law Enforcement Personnel**

**Qualification Due Date: July 30, 2026 @ 2:00 p.m. (CST)**

tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”