DEFINITIONS

City: City of Dallas, Texas, acting through its officers, employees, departments, agencies, boards, commissions, committees and instrumentalities.

Day: Day means calendar day unless otherwise specified. If a deadline falls on a weekend or City-observed holiday, then the deadline is the next business day.

Goods: Any equipment, machines, tools, vehicles, hardware, supplies, component parts, or other tangible personal property.

Services: The furnishing of labor, time, or effort by a Supplier, which may involve to a lesser degree, the delivery or supply of products. This term includes general and professional services.

Solicitation: A Request for Bids (RFB), Request for Competitive Sealed Proposals (RFCSP), Request for Qualifications (RFQ), Request for Proposals (RFP), or other procurement method used by the City's Office of Procurement Services (OPS) to obtain bids or proposals for the purpose of entering into a contract for Goods or Services.

Supplier: A person or entity that provides, or is interested in providing, Goods or Services and who is also known as a vendor or contractor.

GENERAL WARRANTY REQUIREMENTS

1. The general warranty requirements below apply to the City's procurement of Goods under this Solicitation.
2. By submitting a response, the Supplier awarded the contract under this Solicitation furnishes the following warranty as provided below:
   A. Supplier warrants that the Goods delivered are newly manufactured, free from defects in materials and workmanship and conform in every respect to City's specifications. Supplier also warrants that if, during the warranty period, all or any portion of the Goods: (a) fail for any reason, (b) are discovered to be nonconforming, or are defective in materials or workmanship, Supplier will replace such failed, nonconforming or defective Goods at no cost to City during the warranty period. The warranty period shall begin on the date of official acceptance of the Goods by City, which date is either the installation date or in-service date as shown on City records or the date of formal acceptance of the Goods in writing by an authorized City official, whichever occurs first. The warranty period shall end one (1) year after the date of the official acceptance. The warranty shall be unconditional, except that it shall not apply to obvious abuse, misuse or deliberate damage caused by City.
   B. As between Supplier and City, the express warranty given in Section (2)(A) is in lieu of any other express warranties. Should this warranty fail of its essential purpose, City will continue to have recourse under applicable Texas law. This warranty is intended for the exclusive benefit of City, its officers and employees, and does not create any warranties (express or implied) or causes of action in favor of any third parties.
   C. If a manufacturer of the Goods or of component parts of the Goods provides a special or independent warranty which is longer than the period provided for this warranty, or which provides terms more favorable to City than those contained in this warranty, then the most favorable terms to the City shall apply. The provisions of this warranty shall not be construed to diminish or conflict with the special or independent warranty given by such manufacturer.
3. The successful Supplier, by submitting the Solicitation response, agrees to give the following indemnity with respect to the Goods:

   Supplier shall defend, indemnify, and hold harmless City from all suits, actions, or claims of any character, type or description brought or made on account of any personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, arising out of or occasioned by any breach of any warranty, express or implied, as to the Goods or the fault of the Supplier in the performance of the contract, purchase order or price agreement; provided, however, that this indemnity shall not apply to any personal injury including (including death), property damage or other harm caused solely by the negligent use, misuse or abuse of the Goods by City, or caused solely by any negligent act or omission of City unrelated to the use of the Goods. In the event of joint or concurring responsibility of Supplier and City, responsibility, if any, shall be apportioned in accordance with the laws of the state of Texas, without, however, waiving any governmental immunity available to the City. This provision shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against City or Supplier, this provision being solely intended to provide for indemnification of City from liability as set forth in this paragraph.

GENERAL CONDITIONS

Headings and subheadings are provided for ease of reading and reference purposes only and should not have any effect on the interpretation of the solicitation or any subsequent agreement.

SUBMISSION

1. **Requirements:** By submitting a response, Supplier agrees to supply to the City the Goods or Services described in the Solicitation in accordance with these general conditions and City's specifications as attached to and made a part of the Solicitation, and any written addenda to the Solicitation issued by City prior to the date of opening.
2. **Receipt of Solicitation Responses:** All responses to a Solicitation must be completed and submitted in the Solicitation website by the time and date specified in the Solicitation.
3. **Contact with City Staff:** During the Solicitation process, Supplier shall not contact any City staff except those designated in the text of the Solicitation or in subsequent addenda or correspondence. Any questions or concerns should be addressed in writing to the City or designee through the Solicitation website. Non-compliance with this provision may result in rejection of the Solicitation responses.
4. **Firm Prices:** Unless otherwise stated in City's specifications, all prices will be considered firm for acceptance within one hundred eighty (180) days after bid/proposal opening. These prices may be extended by written agreement of the Supplier.
5. **Adjustment clause:** At the City's discretion, City may allow Supplier to submit a justification for a price adjustment at time of renewal or extension. If allowed, Supplier's justification for the price adjustment must include: the cause (with support from the Producer Price Index and other economic data), effective date, amount, and total cost under the contract. The City may ask for additional information and is under no obligation to accept the price adjustment.
6. **Open Records:** Trade secrets and confidential information contained in a bid/proposal are not open to public inspection (bid pricing, however, is not considered to be confidential under any circumstances). Bidders who include information in a bid/proposal that is legally protected as trade secret or confidential must clearly indicate what information constitutes a trade secret or confidential information by marking that part of the bid "trade secret" or "confidential" at the appropriate place. City will not be responsible for any public disclosure of the trade secret or confidential information if it is not marked as provided above. If a request is made under the Texas public information act to inspect information designated as trade secret or confidential in a bid/proposal, the bidder will be notified by City of the request, and it will be the responsibility of bidder to furnish sufficient written reasons and information to the attorney general's office as to why the information designated as a trade secret or confidential should be protected from disclosure.

   For contracts with a stated price of at least $1 million or that will result in the expenditure of at least $1 million in a fiscal year (the City's fiscal year is October 1 – September 30), please be advised that the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Solicitation and the Supplier or the vendor agrees that the contract can be terminated if the Supplier or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. The City is prohibited from accepting a bid for a contract or awarding a contract to a Supplier that the City has determined has knowingly or intentionally failed to comply with this specific state law in a previous bid or contract unless the City determines and documents that the Supplier has taken adequate steps to ensure future compliance with the requirements of this state law.
7. **Substitutions:** Any catalog or manufacturer's reference in a Solicitation is descriptive, but not restrictive, and is used only to indicate type and grade, unless the specifications state "no substitutions." If the specifications are silent or allow substitutions, other items of similar and equal quality will be considered, provided the Supplier states in the response exactly what the Supplier intends to furnish; otherwise the Supplier shall be required to furnish the items as specified in the Solicitation. Any substitute item will be subject to testing by the City. If an item is discontinued, Supplier may recommend an alternative item as a substitution, City may choose at City's sole discretion to accept or reject a substitution.
8. **Unit Price/Estimated Quantity:** If a Solicitation calls for line item unit price bids, the quantities described in each line item are based upon the best available information, the City's best estimate of anticipated needs and orders. This estimate is not a guarantee; the quantities actually ordered may be more or less than estimated. Payment under the Contract will be based solely on the unit price or prices quoted for the actual number of line item units properly performed or delivered under the Contract, and no extra costs or claims for extra costs beyond the bid unit price will be allowed. All reasonable costs of labor, travel, materials and other reasonable and necessary costs, including reasonable overhead and profit, required to supply the Goods or perform the particular quantities of work required in the specifications shall be included in the bid quotation for the line items stated in the bid/proposal. Costs not included or calculated in the applicable unit prices as bid will not be paid by the City, regardless of the intentions of the bidder when the bid was submitted and regardless that those costs were actually incurred.
9. **SDS:** Supplier shall submit Safety Data Sheets with the Solicitation response for any hazardous chemical quoted or supplied in the specifications. City may choose to waive this requirement at City's sole discretion.

10. **Failure To Deliver/Perform:** By submission of a bid/proposal, Supplier agrees that if the Supplier is unable to make a delivery of the quantities ordered at the quality required under the specifications, or to perform the Services within the time specified by the City and fails to cure the problem within a reasonable length of time after notification, then City shall be authorized to purchase quantities wherever available, select an alternate Supplier to provide the Services or perform the Services itself and Supplier will be charged for any increase above the contract price.
11. **Taxes:** City is exempt from all federal excise taxes and state and local sales and use taxes. Supplier should therefore not include these taxes in their Solicitation response. Supplier contracting with City cannot use City's tax exemption status and number to purchase Goods or Services related to the Contract. If the Solicitation is for construction Services or facility construction, disregard this condition and refer to the applicable construction specifications.
12. **Taxpayer Identification:** A Supplier that does not have a current W-9 form on file with City will be required to provide it prior to award of the contract.

AWARD

13. **Award:** Award will be made to the lowest responsive and responsible bidder or to the most advantageous proposal based upon evaluation regarding response to the requirements listed in the specifications. City reserves the right to reject any or all bids or proposals and to waive minor irregularities or discrepancies in any bid or proposal as may be in the best interests of the City. Late bids and proposals will not be accepted. City reserves the right to award by line, by group, or in its entirety, unless otherwise specifically stated.

    In case of a discrepancy between the unit price and the extended total for a bid/proposed item, the figure that is most advantageous to the City will be taken, provided the overall results of bidding are not changed. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price.
14. **Next Lowest Bidder:** In the event that the lowest bidder is deemed non-responsive or non-responsible, or if the Contract is terminated within one year of Council award, the City may award to the next lowest responsive and responsible bidder.
15. **Next Most Advantageous Proposer:** In the event that the most advantageous proposer is deemed non-responsive or non-responsible, or if the Contract is terminated within one year of Council award, the City may award to the next most advantageous proposer.
16. **Acceptability:** The City is the final judge of product acceptability for Goods or Services quoted under the Solicitation.
17. **Modifications:** A Solicitation can only be modified or revised by written addendum prepared by City and issued or distributed by City's Office of Procurement Services. Oral modifications shall not be permitted and are not authorized. Email from the buyer does not constitute a modification of the Solicitation.
18. **Cost of Solicitation Response:** City will not be liable for any costs incurred by a Supplier in responding to this Solicitation.
19. **Disqualification due to Non-Responsiveness:** A Supplier who does not conform to the mandatory or essential requirements in the Solicitation may be disqualified as non-responsive.
20. **Disqualification due to Non-Responsibility:** Supplier may be disqualified as non-responsible for any of the following reasons:
    - Supplier's history of filing frequent, excessive, and meritless or fraudulent claims against the City, or against other Suppliers on a City project;
    - Supplier's arrearage or default on an existing or previous Contract with the City;
    - Supplier's lack of financial stability as revealed by financial statement, experience or equipment, questionnaires, references, bankruptcy or related conditions;
    - Supplier's pending projects which, in the sole judgment of City, will prevent or hinder the prompt completion the work required by the Contract if awarded; or
    - Any factors concerning the Supplier's quantity or quality of the work to be performed or other factors as deemed appropriate by the Solicitation.
21. **Tie Bids**: In the event of a tie bid between two local Suppliers or between two non-local Suppliers, the City will break the tie in accordance with state and local laws.

PROTESTS

22. **Protest Procedures:**
    A. Protests of specifications, terms, conditions, or any other aspect of a Solicitation, must be made prior to the due date. Protest of Solicitation specifications, terms, and conditions made after the due date and time will not be considered by the City.

B. Protest of award must be made immediately, and in no event, later than five (5) business days after the non-awarded party has received notice of the City's intent to award. All protests must include the following information:

- A formal protest letter on company letterhead signed by a company officer with a detailed statement of the legal and/or factual ground of the protest;
- The name, address and telephone number of the contact person for the protestor;
- The signature of an officer of the protestor or protestor's representative;
- If protesting on a client's behalf, an affidavit as evidence of representation;
- The Solicitation or contract number; and
- The form of relief/result requested.

Protests shall be mailed to:

The Office of Procurement Services, 1500 Marilla St., Room 3FN,
Dallas, TX 75201. Attention: the listed Procurement Specialist.
OR by email to the Procurement Specialist.

Award will be made in the best interest of the City.

DELIVERY AND PAYMENT

23. **Authorization to Commence Work:** A Supplier shall not commence work until receipt of a written delivery order. Failure to do so could result in delayed or no payment.

24. **Delivery Terms:** Unless otherwise stated in the specifications, or at City's discretion, all Goods delivered under a Contract awarded through a Solicitation shall be considered as FOB Dallas delivery site or address. No shipping charges may be billed, and Supplier will be responsible for loss of Goods during shipment.

25. **Inspection:** Supplier warrants that all deliveries under a Solicitation will be of the type and quality specified. City may reject or refuse any delivery which falls below the quality required in the specifications and City shall not be held to have accepted any delivery until after it has inspected same and has had an opportunity to exercise this right of rejection.

26. **Invoices and Payment**: Invoices must be submitted to the appropriate City billing address with or after delivery of Goods or performance of Services. Invoice submitted for payment shall include, at a minimum, the following information: a) Invoices must contain the written delivery order number; b) Name and address of the City staff department for which services were provided; c) contact information of City staff who placed order (name, phone number, department); d) date of order or service; e) detailed description of each service; f) price good or services (charges for all services covered by this contract are to be separately stated and explained; and g) total cost of goods/services.

27. Submitting invoices without the above information may cause delays in payment processing. Incorrect invoices or invoices sent to the wrong address will delay payment. Suppliers who fail to follow these instructions risk having the contract with the City cancelled.

28. All conditions previously stated regarding inspection and delivery must be met in order for payment to be made.

The supplier shall submit a valid invoice to CODAccountsPayable@DallasCityHall.Com. In the event electronic submission is not available, invoices should be mailed to:

City of Dallas
Attention: Accounts Payable
1500 Marilla, L2FS
Dallas, Texas 75201

In no event will payment be made prior to receipt of an original invoice containing invoice and delivery order numbers and receipt of good or services. The City is not liable for delays in payment caused by failure of supplier to send invoices as specified above. No Supplier of the City shall be entitled to interest on any late payment caused by any claim or dispute, or as a result of the withholding of money the City has legal right or obligation to withhold under the contract or Texas law.

All payments due under this agreement shall be made through Electronic Funds Transfer (EFT) to an account designated by the supplier on a form provided by the City. Payments will be made in accordance with and be governed by the Southwest Automated Clearinghouse Association's Corporation Trade Payment Rules. The City's is governed by and in accordance with the laws of Texas including Article 4A of the Uniform Commercial Code as enacted by the State of Texas and amended from time to time. Information regarding setup can be obtained by

contacting:

CCOEFTrequest@dallascityhall.com
Or
City of Dallas
Attention: City Controller's Office
1500 Marilla, 2BS
Dallas, Texas 75201

OTHER

29. **Administrative Changes:** For certain changes not affecting the scope of work of a contract, such as price adjustments, extensions for time only, name changes, and assignments, a formal supplemental agreement to the original contract is not required and the change will be processed on a form provided by the City.
30. **Assignment:** Supplier shall not assign, transfer, or pledge a contract awarded under a Solicitation in whole or in part without the express prior written consent of the City. Assignment of a contract, if approved by City, shall not relieve Supplier from Supplier's obligations under the contract. Approval by City of one assignment shall not constitute approval of any future assignment of the contract. Supplier will provide official proof of the merger or acquisition. Supplier or its assignee will not be paid for Goods and Services until assignment of the contract is approved by the City. Any attempted assignment in violation of this provision is void and without effect.
31. **Debarment:** A Supplier terminated for cause shall be simultaneously debarred for one year. A Supplier who is debarred under this Section may make a written request in writing for an informal hearing before the Director of Office of Procurement Services not later than ten (10) days after receipt of written notice that the Supplier has been debarred under this Section, if the Supplier feels the recommendation for debarment is inappropriate and should be reconsidered.
32. **Extensions for Time:** The City may extend certain contracts for time when it is in the best interests of the City to do so.
33. **Formal Contract:** In the case of a discrepancy between a Solicitation and the executed formal Contract with the Supplier, the formal Contract will control.
34. **Name Changes:** Supplier shall notify the City at codvendorregistrations@dallascityhall.com of any legal name changes by a completing form provided by the City within thirty (30) days of the change. Failure to comply may result in delayed payments until resolved.
35. **Non-Collusion**: Supplier certifies that the bid or proposal is genuine; is not the result of collusive, anti-competitive behavior; and is compliant with state and federal antitrust laws.
36. **Notice:** unless specified otherwise, any time written notice is required, email to the appropriate party shall be sufficient delivery of that notice.
37. **Offset:** City may, at its option, offset any amounts due and payable under a contract awarded under a Solicitation against any debt (including taxes) lawfully due to City from a Supplier, regardless of whether the amount due arises pursuant to the terms of the Contract or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.
38. **Outstanding Liabilities:** Supplier shall not have outstanding, unpaid liabilities owed to City. Such liabilities may include, but are not limited to, property taxes, local or arena hotel/motel occupancy taxes, licenses/permits fees and utility bills. Any Supplier that has such liabilities may be deemed non- responsible, and the submitted bid will not be given further consideration.
39. **Termination:** City may terminate a contract in whole, or in part, for cause, or for convenience, by giving written notice to Supplier. City will compensate Supplier in accordance with the terms of the contract for all Goods or Services properly delivered and accepted prior to the effective date of such notice.
40. **Venue:** The obligations of the parties under a contract awarded through a Solicitation are performed in Dallas County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Dallas County, Texas.

COMPLIANCE WITH CITY, STATE, AND FEDERAL LAWS

41. **Dallas City Code Property Provisions:** Supplier shall maintain compliance with the Dallas City Code, including provisions regarding zoning and minimum property standards, for the duration of the contract.
42. **Equal Employment Opportunity Clause:** For all Solicitations involving an expenditure of more than $50,000 the following equal employment opportunity clause, which reads as follows: Equal Employment Opportunity Clause, is hereby incorporated into the contract.

43. **Lobbying by Suppliers on City Contracts**: Dallas City Code, Sec. 12A-15.8(g): "A person responding to a request for bids or request for proposals on a city contract shall not (either personally or through a representative, employee, or agent) lobby a city council member from the time the advertisement or public notification of the request for bids or request for proposals is made until the time the contract is awarded by the city council." This subsection does not prohibit a bidder or proposer from speaking at the city council meeting where the awardof the contract is considered." Lobbying by Suppliers on City Contracts.

44. **Buy Recycled:** According to the Texas Health and Safety Code Texas Health and Safety Code 361.425 and 361.426 and rules promulgated thereunder, the City shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality and the average price of the product is not more than 10% greater than the price of comparable nonrecycled products. Preferences will be applied in accordance with state procurement statutes and rules. Recyclable material includes, without limitation, aluminum, steel containers, aseptic packaging and poly-coated paperboard cartons, high-grade office paper, and corrugated cardboard.

45. **Compliance with All Laws:** Supplier agrees to comply with all local, state, and federal laws, as amended. Specifically, Supplier hereby confirms that they are in compliance, to the extent lawful and applicable, with the following state laws; and that Supplier further agrees that all necessary provisions that are required to be incorporated by reference are hereby incorporated:
    - Chapter 2271 of the Texas Government Code regarding boycotting Israel.
    - Chapter 2252 of the Texas Government Code regarding organizations designated by the State as terrorists.
    - Chapter 2274 of the Texas Government Code regarding the firearms and ammunition industry and certain energy companies.

46. **Miscellaneous Provisions Related to Federal Law:** For purposes of the provisions in this Section 46, Supplier shall also mean Contractor, Vendor, or Bidder.

    NON-DISCRIMINATION PROVISIONS

    During the performance of this Contract, should federal assistance be utilized, the Supplier to also agree as follows:
    (1) The Supplier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Supplier 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 Supplier 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 Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, 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 Supplier 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 Supplier's legal duty to furnish information.

    (4) The Supplier 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 Supplier's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

    (5) The Supplier 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 Supplier 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 Supplier'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 Supplier 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 Supplier will include the portion of the sentence immediately preceding paragraph (1) 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 vendor. The Supplier 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 Supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Supplier 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 City has agreed that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Supplier 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 Supplier 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 Suppliers and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City has agreed 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 the 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.

ACCESS TO RECORDS AND REPORTS

The Supplier must maintain an acceptable cost accounting system. The Supplier agrees to provide the City, applicable State and Federal Agencies, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Supplier which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Supplier agrees to maintain all books, records and reports required under this Contract for a period of not less than three years after final payment is made and all pending matters are closed.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT COMPLIANCE

1. The Supplier 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.

2. The Supplier agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

4. The Supplier 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.

5. The Supplier agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

DEBARMENT AND SUSPENSION

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Supplier is required to verify that none of the Supplier'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).

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

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Supplier did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Supplier to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Suppliers who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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 awarding agency.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA). with the same force and effect as if given in full text. The FLSA sets minimum wage. overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Supplier has full responsibility to monitor compliance to the referenced statute or regulation. The Supplier must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor - Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Supplier must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Supplier retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Supplier must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each Supplier must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

2. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

3. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No Supplier 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 Supplier and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier 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 $26 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 City 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 Supplier or subcontractor under any such contract or any other Federal contract with the same prime Supplier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier 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 Supplier 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 subcontractor to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RECOVERED MATERIALS

Supplier agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this Contract and to the extent practicable, the Supplier is to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

a) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or,

b) The Supplier has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at
www.epa.gov/epawaste/conserve/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Supplier can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

BREACH OF CONTRACT

Any violation or breach of terms of this Contract on the part of the Supplier may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract.

City will provide Supplier written notice that describes the nature of the breach and corrective actions the Supplier must undertake in order to avoid termination of the Contract. City reserves the right to withhold payments to Supplier until such time the Supplier corrects the breach or the City elects to terminate the Contract. The City's notice will identify a specific date by which the Supplier must correct the breach.

City may proceed with termination of the contract if the Supplier fails to correct the breach by the deadline indicated in the City's notice.

The duties and obligations imposed by this Contract and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

NO USE OF DEPARTMENT OF HOMELAND SECURITY SEALS, LOGOS, ETC.

Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance or other State and Federal Assistance may be used to fund all or a portion of the contract. The Supplier will comply with all applicable Federal and state law, regulations, executive orders, policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject any obligations or liabilities to the non-Federal entity, Supplier, or any other party pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements)

applies to the Supplier's actions pertaining to this contract.

ENTITY LIST

The Supplier acknowledges it is not on the Department of Commerce's Export Administration Regulations (EAR)'s list of names of certain foreign persons – including businesses, research institutions, government and private organizations, individuals, and other types of legal persons – that are subject to specific license requirements for the export, reexport and/or transfer (in-country) of specified items. These persons comprise the Entity List, which is found in Supplement No. 4 to Part 744 of the EAR. On an individual basis, the persons on the Entity List are subject to licensing requirements and policies supplemental to those found elsewhere in the EAR. If the Supplier is on the Entity List, then it shall provide documents showing it has the necessary license to fulfill the requirements of the Solicitation.

47. **Health and Safety Standard:** The City requires that all suppliers and subcontractors comply with the safety and health standards published in 41 CFR part 50-204, including any matters incorporated by reference therein. Additionally, every Supplier or subcontractor shall comply with the recordkeeping requirements of 29 CFR part 1904.

City of Dallas

OFFICE OF PROCUREMENT SERVICES
BUSINESS INFORMATION FORM

LEGAL NAME AND ADDRESS OF BUSINESS

Please Do Not Use All Caps

Business Name:	
Parent Company:	
Street Address, City, State, Zip	
County:	
Contact Name:	**Contact Telephone No.:**
Contact E-mail Address:	

FORM OF BUSINESS ENTITY (*please check one*)

☐ **Texas Corporation** ☐ **Texas Professional Corporation** ☐ **Texas Non-profit Corporation**

☐ **Texas General Partnership** ☐ **Texas Limited Partnership** ☐ **Texas Limited Liability Company**

☐ **Out-of-State Corporation** **State of Incorporation:** _____ ☐ **Profit** ☐ **Non-profit**

☐ **Out-of-State Partnership** **State of Legally Registered Partnership:** _____

☐ **Individual Doing Business As:** _____

☐ **Other:** _____

Tax Identification No.:	**Texas Tax ID No.:**	**DUNS No.:**
Length of time in business:		

1) Is your business or any of its principals currently involved in litigation adverse to the City? ☐ **YES** ☐ **NO**

2) Is your business or any of its principals under criminal investigation? ☐ **YES** ☐ **NO**

Have you answered YES to either Question 1 or Question 2 above? Please provide the details outlining the situation on a separate document with the submission of this form.

OWNER(S) / OFFICER(S) OF THE COMPANY

Name:	**Title:**
Name:	**Title:**

Name and title of person(s) legally authorized to sign contracts:

Name:	**Title:**
Name:	**Title:**

COOPERATIVE PURCHASING (*please check one*)

Should other governmental entities decide to participate in this contract, would you, the vendor, agree that all terms, conditions, specifications, and pricing would apply? ☐ **YES** ☐ **NO**

If you checked "YES," the following will apply:

- **Governmental entities utilizing Inter-Governmental Contracts with the City of Dallas will be eligible, but not obligated, to purchase material/services under a contract(s) awarded as a result of this solicitation.**
- **All purchases by governmental entities, other than the City of Dallas, will be billed directly to that governmental entity, and paid by that governmental entity.**
- **Each governmental entity will order its own material/services, as needed. The City of Dallas will not be responsible for another governmental entity's debts.**

ENVIRONMENTAL POLICY (*please check*)

☐ **YES, I acknowledge and agree to comply with the City's Environmental Policy found at the following link:**
https://dallascityhall.com/departments/OEQ/Pages/contractors.aspx

City of Dallas

OFFICE OF PROCUREMENT SERVICES
CONFLICT OF INTEREST POLICY

It is the City of Dallas' practice to obtain a conflict of interest form from every individual or business entity that is currently doing business with the City or before being considered for award.

This practice is intended to comply with the requirements under chapter 176 of Texas Local Government Code:

Conflict of Interest

During the 79th Legislative Session, House Bill 914 was approved, which added chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Dallas, including affiliations and business and financial relationships such persons may have with City of Dallas officers. An explanation of the requirements of chapter 176, applicable forms and a complete text of the new law are available at: http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The vendor acknowledges by doing business or seeking to do business with the City of Dallas that he/she has been notified of the requirements under chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with the City of Dallas who does not comply with this practice may risk award consideration of any City contract.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Dallas

OFFICE OF PROCUREMENT SERVICES
STATEMENT OF INSURABILITY AND QUOTE

SOLICITATION INFORMATION

Business Name:

I, as the person(s) legally authorized to sign contracts for my company, hereby attest that I have reviewed the insurance requirements for this contract and **agree to produce a valid certificate of insurance meeting all the insurance requirements within 15 days of award notification**. If the 15-day requirement is not met, the City of Dallas has the right to reject the award.

Furthermore, I have sent the requirements to my insurance agent or broker, and **I have attached a copy of the quote for the cost of the required insurance, or proof of coverage**.

By submitting a bid or proposal, I certify the above statements are true.

INSURANCE INFORMATION

I, as the authorized representative of the insurance agency or brokerage firm, have reviewed the attached insurance requirements, provided a quote, and attest that the bidder or proposer listed above is able to obtain the required insurance.

Signature, name, and title of Insurance Representative:

Agency Name:	
Signature	Date
Printed Name	Title

Questions concerning these requirements?

Please contact the City of Dallas Risk Management Division at (214) 671-9041.

City of Dallas

OFFICE OF PROCUREMENT SERVICES
LOCAL PREFERENCE AFFIDAVIT

A supplier not interested in being considered for local preference may opt out by checking this box: ☐

For certain contracts, the City of Dallas prefers suppliers with a principal place of business in Dallas or that hire Dallas residents. Preference differs depending on the contract value and contract type (e.g., goods, services, or construction). For more information on the City's local preference program, please visit the Office of Procurement Services' website.

A supplier interested in being considered for local preference shall complete, sign, and submit this affidavit with its bid or proposal. The City reserves the right to seek additional information or clarification to confirm a supplier's local preference status. A supplier not interested shall indicate, sign, and submit this affidavit.

Principal Place of Business:

(A) the headquarters of a business or the primary executive or administrative office of a business from which the operations and activities of the business are directed, controlled, and coordinated by its officers or owners; or

(B) an established office, plant, store, warehouse, or other facility where the majority of the business' operations and activities are conducted and located. A location solely used as a message center, post office box, mail drop, or similar service or activity that provides no substantial function to the business is not a principal place of business.

LOCAL PREFERENCE REQUIREMENTS

For an RFB: The supplier must have a principal place of business in the City of Dallas.

For an RFCSP: The supplier may have a principal place of business in the City of Dallas OR may satisfy one of the workforce requirements.

Principal Place of Business Address (must be in the Dallas city limits as confirmed by an appraisal district website).	
Street Address, Dallas Zip Code	
Number of City of Dallas residents who are full time employees for the supplier (full-time is 40 hours/ week):	
Percentage of workforce (full time employees) who are City of Dallas residents:	

Please attach supporting documents, which may include, without limitation, a property tax statement and Texas Secretary of State documentation.

The undersigned swears/affirms that the foregoing information and statements are true and correct, and that the supplier shall maintain the above through the term of the contract in order to satisfy the requirements of the City's local preference program. Furthermore, the undersigned agrees that the City of Dallas may audit my files to confirm compliance with the foregoing; and I further agree to notify the City of Dallas within 30 days after any change in its principal place of business or in its workforce composition.

Authorized Signature	Date
Printed Name	Title

OFFICE OF PROCUREMENT SERVICES
LOCAL PREFERENCE PROGRAM – FAQs

The City of Dallas aims to maximize economic return in the procurement of goods and service with the Local Preference Program. The City's Local Preference Program values the participation of companies who have their principal place of business in the City of Dallas and who hire City of Dallas residents.

Local Preference Program

1. **Question**: What are the Local Preference Program procurement methods?

   Answer: There are two procurement methods that include the Local Preference Program: Request for Bids (RFB) and Request for Competitive Sealed Proposals (RFCSP).
2. **Question**: What is the definition of Principal Place of Business?

   Answer: The headquarters of a business or the primary executive or administrative office of a business from which the operations and activities of the business are directed, controlled, and coordinated by its officers or owners; or an established office, plant, store, warehouse, or other facility where the majority of the business' operations and activities are conducted and located, except that a location solely used as a message center, post office box, mail drop, or similar service or activity that provides no substantial function to the business is not a principal place of business.
3. **Question**: Does the Local Preference Program apply to Federally funded procurements?

   Answer: No, Local Preference will not apply to any procurements that include Federal funding.

Request for Bids (RFB)

1. **Question:** I am local firm. How close do I have to be to the lowest bid to be eligible for the award?

   Answer: To be eligible for the award, a bid must be within:
   - 3% of the lowest bid for a contract valued at greater than $500,000 for goods.
   - 5% of the lowest bid for a contract valued at less than $500,000 for goods or services.
   - 5% of the lowest bid for a contract valued at less than $100,000 for construction services.
2. **Question:** If I am a local firm within the percentages listed in Question 3, am I guaranteed the award?

   Answer: No, award is not guaranteed. Procurement will present both the local preference and lowest bidder options to the City Council for award. It is up to the City Council to make the final award.
3. **Question:** How are Tie-Bids awarded?

   Answer: When more than one bidder submits the lowest bid, the award shall go to the bidder who is a resident of the City. If none or all bidders are residents of the City, the Mayor shall cast lots to determine the awardee of the contract.

Request for Competitive Sealed Proposals (RFSCP)

1. **Question**: What are the requirements to qualify for the Local Preference Program?

   Answer: A supplier must satisfy one of the following:
   - Proof of principal place of business located in the City of Dallas; OR
   - Proof of local workforce composition including:
   - At least 100 full time employees who are Dallas residents; OR
   - At least 20% of its total full-time employees who are Dallas residents; OR
   - If available, participation in Workforce Development Program.
2. **Question**: What is the Workforce Development Program?

   Answer: A program run by the City in collaboration with various workforce development partners and City of Dallas vendors coordinating efforts to train and employ City of Dallas residents, details will be provided soon.
3. **Question**: How many evaluation points will be allocated to local bidder?

   Answer: For General Service contracts, 5 points of 100 will be allocated to Local Preference.
4. **Question**: How can I receive the 5 local preference points?

   Answer: The 5 points will be allocated on a pass/fail objective evaluation. To receive the local preference points, a supplier must satisfy one of the requirements as outlined in question 6.
5. **Question**: For the 5 evaluation points, is it all or nothing?

   Answer: Yes, the 5 points will be awarded in its entirety or not at all.
6. **Question**: What is considered a General Service?

   Answer: Insurance (including insurance-related services such as claims adjustment and policy administration), technical services related to the purchase of a high technology item, or other types of manual, physical, or intellectual labor performed on behalf of the city and purchased for a lawful municipal purpose. The term does not include personal services, professional services, planning services, or facility construction.

OFFICE OF PROCUREMENT SERVICES
LIVING WAGE AFFIDAVIT

City of Dallas

VENDOR INFORMATION

Business Name:	
Street Address:	
City, State, Zip Code:	
Telephone Number:	
E-mail Address:	

LIVING WAGE REQUIREMENTS

Dallas City Council Resolution 15-2141 requires prime contractors awarded general service contracts, where service is valued to be greater than $50,000, and first-tier subcontractors on the contract, to pay their employees (the term employee includes all those performing services on this contract. The relationship of employment is determined by the vendor), no less than the "living wage" rate, as set by the Massachusetts Institute of Technology Living Wage Calculator, or its successor, for Dallas County, Texas. **This requirement does not apply to a contract for goods only, professional services, or construction contracts.**

By signing this affidavit, the contractor agrees to the following:

1. Pay employees not less than Living Wage rate for the duration of time committed in executing specified services on the contract (current Living Wage rate is $23.06).

2. Provide communication, in writing, to all persons involved in a City of Dallas general service contract, communicated in a similar manner as the attached sample announcement. Any employee under this contract and not receiving a wage floor as specified in the Living Wage policy, shall contact the City of Dallas' Office of Procurement Services office at 214-670-3326.

3. To keep records of all employees, and their hourly rates, and will provide this information when requested, as well as allow the City to audit payroll registers, and all other information the City deems necessary to determine compliance of the Living Wage policy.

4. If contract is renegotiated or renewed it is agreed that the Living Wage rate at the time of the renewal will prevail (updated Living Wage rate, if applicable)

5. Records shall include the following components:
    a. Number of Employee on COD Contract
    b. Employee Name
    c. Employee Zip Code
    d. Wage Rate Paid to Employee

The signer must be a company officer and authorized to legally bind the business entity referenced herein.

Authorized Signature Date

Printed Name and Title

OFFICE OF PROCUREMENT SERVICES

LIVING WAGE REQUIREMENTS

2026

Dallas City Council Resolution 15-2141 requires contractors (including contractors' subcontractors) that are awarded general service contracts by the City that are valued at $50,000 or more to pay their employees rendering services on the contract, no less than the "living wage" rate for an individual, as set by the Massachusetts Institute of Technology Living Wage Calculator, or its successor, for Dallas County, Texas (currently calculated at **$23.06 per hour**).

Employer Requirements:

- To keep records of all employees, and their hourly rates, and will provide this information when requested, as well allow the City to audit payroll registers and all other information the City deems necessary to determine compliance with of the living wage policy.
- If a contract is renewed or extended, the living wage rate at the time of the renewal or extension will prevail.

Employee Rights:

- If you are not receiving the appropriate wage floor as specified in the Living Wage policy, please contact the City of Dallas' Office of Procurement Services.

For additional information or if you have questions please contact us!

Office of Procurement Services
Dallas City Hall | 1500 Marilla Street, Room 3F North | Dallas, Texas 75201
Phone (214) 670-3326 | askprocurement@dallascityhall.com

OFICINA DE SERVICIOS DE NEGOCIOS Y COMPRAS

REQUERIMIENTOS DE SALARIOS DIGNOS

2026

La Resolución 15-2141 del Concejo de la Ciudad de Dallas requiere que los proveedores (incluyendo subcontratistas) a los que la Alcaldía les haya otorgado contratos de servicios generales valorados en $50,000 o más, les paguen a sus empleados servicios de prestaciones no inferiores a la tarifa de “salario digno”, como lo establece la Calculadora de Salario Digno del Instituto Tecnológico de Massachusetts, o su sucesor, para el Condado de Dallas, Texas (actualmente, calculado en **$23.06 por hora**).

Requerimiento para los Empleadores:

- Mantener un registro de todos los empleados y sus tarifas por hora y suministrar esta información cuando se les pida, así como también, permitir que la Alcaldía audite sus registros de nómina y cualquier otra información que la Alcaldía considere necesaria para cumplir con la política de salario digno.

- Si un contrato es renovado o extendido, prevalecerá el salario mínimo establecido al momento de la renovación o la extensión.

Derechos del empleado:

- Si no está recibiendo el piso salarial apropiado como se especifica en la política de Salario Digno, por favor, póngase en contacto con la Oficina de Negocios y Compras de Alcaldía de Dallas.

Para obtener más información o si tiene preguntas, por favor contáctenos.

Oficina de Servicios de Negocios y Compras
Alcaldía de la Ciudad de Dallas | 1500 Marilla Street, Salón 3F Norte | Dallas, Texas 75201
Teléfono: (214) 670-3326 | askprocurement@dallascityhall.com