

Solicitation Number No.: 2026-042-7127
Project Title: Purchase of Work Uniforms

Pre-Bid Meeting Date: July 28, 2026 @10:00 am CST
Bid Due Date: August 20, 2026 @ 2pm CST



INVITATION FOR BID

Purchase of Work Uniforms

Specifications

I. Introduction, Purpose and Intent

The intent of this invitation for bid is to establish a five-year service price agreement to provide work uniforms, in accordance described herein.

Only first quality fabrics and other components shall be used in the manufacture of all items in this solicitation request. No seconds, irregulars, job lots, etc. shall be accepted. All items furnished shall be new, unused, and clean. All loose thread shall be removed prior to delivery. Items not meeting these requirements shall be replaced at no cost to Dallas County upon notification of deficiency.

The contractor shall guarantee their product against any defect in workmanship or materials. Failure to comply with this requirement shall result in return of the merchandise within 30 days at the contractor's expense for prompt replacement with merchandise meeting the standards listed herein.

II. Specifications

Minimum Order

Dallas County reserves the right to order a minimum of one item at the same unit price and as that for multiple-quantity orders.

Quantities

Unless otherwise stated, the quantities given in the cost sheet are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract at no additional cost to Dallas County.

Ordering Procedures

Any request for purchase of items specified in this solicitation shall be accomplished by a valid Dallas County purchase order number prior to processing request. The contractor shall not accept order form, release orders to sell any uniform items and/or accessories to any person without official authorization. Official authorization for these orders shall be an approved Dallas County order form and purchase order number. Orders may be placed in person by officer, via mail, fax, telephone, and/or computer on-line system.

Delivery Schedule

All items shall be delivered within 21 calendar days for in-stock inventory items (including alteration & measurement time) and ninety (90) calendar days for special made to order and non-

stock items after receipt of initial order request by the requesting department. This delivery time schedule shall include any alteration required (if any) by the ordering department and/or officer. All shipments shall be made directly to each ordering department. It shall be the contractors' responsibility to meet the County's delivery requirements. Dallas County reserves the right to obtain items specified in this solicitation request on the open market in the event the contractor fails to make delivery in the time schedule specified and any price differential shall be charged against the contractor.

Liquidated Damages For Late Delivery

Failure to meet the delivery schedule as designated in the bid specifications may result in liquidated damages for late delivery of \$3.00 per day/per item for each day of delay. The contractor agrees that Dallas County may deduct and retain such late delivery out of the applicable billing for this service.

Packaging

All deliveries shall be packaged individually and must clearly identify the customer/officer's name, sizes, and enclosed purchase order number.

Brand Names

Specified brand name or types may be used to describe functions or features. Wherever these names occur the phrase "or equal" applies.

Evaluation Of Alternate Products

If an alternative product is being offered, a catalog cut sheet or product brochure of that item shall be provided with your bid.

Samples

Bidders may be requested to furnish samples and product information of products proposed for evaluation purposes, upon request by the Dallas County Purchasing Department. Any item requested shall be furnished within five (5) working days from the date of request and furnished at no cost to Dallas County and sent to the Dallas County Purchasing Department, 500 Elm Street, Suite 5500, Dallas, Texas 75202.

Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Dallas County at its sole written discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product and provide the following:

1. Sample and product information will need to be provided.

2. Documentation from the manufacturer that the product or model has been discontinued.
3. Documentation that names the replacement product or model.
4. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original bid.
5. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
6. Documentation conforming that the price for the replacement is the same or less than the discontinued product or model.

Returns

Each ordering department may return non-conforming or defective products at no charge to the department. Immediate pick-up and replacement are expected if required by the department. No restocking charge is authorized for items returned to the successful bidder under non-conforming or defective product conditions. If the non-conforming or defective product is not picked up within fifteen (15) calendar days after notifications by Dallas County, the item(s) will become property of Dallas County at no cost.

In addition, any item that is delivered be it wrong color, size, or item number it shall be replaced with the correct color, size, or item number at no cost to Dallas County within 15 days that it was reported from Dallas County.

Measurements And Alterations

The cost for measurements and alterations is included in the quoted price for each item. The contractor shall be capable of responding to the user department request for measurement within seven (7) calendar days of the call for such service from the user. It is expected the successful bidder will travel to the requesting department to accomplish this requirement. Contractor shall maintain a current log of measurements for future orders.

Tailoring

The contractor shall have in their employment a minimum of one full-time tailor and one full time seamstress (for female customers) on duty that can visit each department to measure a customer for alterations on his/her uniform. Cost for these services shall be in the quoted price for each item.

Distribution Facility

The contractor shall have a distribution facility that will stock the required inventory items as specified in the bid specifications and immediate shipment or delivery. A local (within Dallas County area) facility shall be provided by the contractor for measurement and fitting of uniforms.

Account Representative

The contractor is expected to have a minimum of one full-time account representative assigned to Dallas County accounts to handle complaints, monitor delivery status, and be available to make regular and timely visit to each department utilizing this contract. It is the responsibility of the successful bidder to notify Dallas County in writing of any changes to the account representation. All account representatives assigned to this contract are subject to Dallas County approval. Dallas County approval will be final, unless other wise changed.

Service Hours

The contractor shall provide service on-site (as requested) to Dallas County user departments Monday through Friday from 8:00 a.m. to 4:30 p.m. Local business facility shall be open for service Monday through Friday 8:00 a.m. to 4:30 p.m.

Non-Catalog / Additional Items Discount

For items not specifically listed in the bid cost sheet or catalog pricing submitted with this solicitation, the awarded contractor shall provide Dallas County a fixed percentage discount off the contractor's current retail, catalog, website, or published pricing for comparable uniform items and accessories related to this contract.

The percentage discount offered shall remain firm for the duration of the contract term, including any renewal periods, unless otherwise approved in writing by Dallas County.

Upon request, the contractor shall provide supporting manufacturer or catalog pricing documentation for verification of the discount applied. Dallas County reserves the right to determine whether non-catalog items are within the scope of this contract. The discount percentage for non-catalog items shall be listed in the cost sheet provided with this solicitation.

Punchout Catalog Integration

The successful Contractor must provide a Punchout Catalog solution that is compatible with Oracle Fusion Cloud Procurement to facilitate electronic ordering by Dallas County.

The Punchout solution shall, at a minimum:

- Integrate with Dallas County's Oracle Fusion Cloud Procurement system.
- Allow authorized County users to access the Contractor's online catalog directly from Oracle Fusion.

- Return shopping cart information from the Contractor's catalog to Oracle Fusion for purchase order creation and approval.
- Display current contract pricing, product descriptions, and item availability.
- Support secure authentication and data exchange utilizing industry-standard cXML, OCI, or other Oracle Fusion-compatible protocols.
- Maintain contract pricing and catalog content throughout the contract term.

If the Contractor does not have an operational Punchout Catalog at the time of bid submission, the Contractor must certify that it has the capability to implement a fully functional Punchout Catalog **within ninety (90) calendar days after contract award**, at no additional cost to Dallas County.

III. General Requirements and Provisions

1. The bidder shall furnish all labor, personnel, service, supervision, fuel surcharges, shipping, handling, transportation, material, parts, supplies, and documentation necessary to provide the requested the required product.
2. Delivery Time: Purchase orders received before noon shall be delivered within 21 calendar days of the issuance of the purchase order. Services must be delivered within the hours of 8:00 a.m. – 4:30 p.m., Monday through Friday, excluding weekends and County holidays, after receipt of valid purchase order number via mail, fax, or other types of electronic transmission, unless prior written authorization is given by the ordering department. Dallas County will provide no assistance or equipment for unloading or handling of products and the vendor must notify their delivery firms accordingly. If the indicated date cannot be met or the date is not indicated, the Bidder shall state its best delivery time.

Delivery Violation: It shall be the Contractor's responsibility to meet the County's delivery and performance requirements, as called for in the bid specifications. Persistent delivery delays will cause the contract to be subject to termination in whole or in part at the County's discretion.

3. Delivery: Inside delivery is required F.O.B. Destination as indicated on purchase order, freight pre-paid (freight shall be included in the unit cost of the product) within five days excluding County holidays after receipt of valid purchase order number via mail, fax or other types of electronic transmission. Back-ordered items may be given an additional ten (10) days if proper written notification is provided to the ordering department representative. The awarded Contractor shall retain title and control of goods until they are delivered. All claims for visible or concealed damage shall be filed by Vendor/Supplier. The County will notify the awarded Contractor of any damaged goods or products and shall assist the Vendor in arranging for inspection.
4. Shipping Documents: A packing list or other suitable shipping documents shall accompany each shipment and shall include the following:
 - Name and address of the Contractor;
 - Name and address of the County Department;

- County purchase order number;
- A description of material shipped, including item number, quantity, number of containers and package number, if applicable;
- First and last name of requesting County staff and contact information.

5. Departments Utilizing This Contract:

- **Dallas County Road & Bridge District #1:** 715 Rowlett Road, Garland, TX 75043
- **Dallas County Road & Bridge District #3:** 1506 E. Langdon Road, Dallas, TX 75241
- **Dallas County Road & Bridge District #4:** 4403 W. Illinois Dallas, TX 75211
- **Facilities Management:** 133 N. Riverfront Boulevard, Suite 9A-500, Dallas, TX 75207
- **Forensic Science (SWIFS):** 2355 N. Stemmons Freeway, Dallas, TX 75207
- **Fleet Operations:** 321 Northgate, Desoto, Texas 75115
- **Juvenile Department:** 2600 Lone Star Drive, Dallas, TX 75212
- **Health and Human Services:** 2377 N. Stemmons Freeway, Dallas, TX 75207
- **Records Management:** 4243 Singleton Blvd, Dallas, TX, 75212
- **Mail Operations:** 600 Commerce Street, Dallas, TX 75202

6. Quantities indicated in the bid are estimates based upon the best available information and/or previous usage history and do not indicate intent to purchase or guarantee future business. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price. The County will pay for actual quantities ordered and received as required and accepted by the County within industry tolerance standards.
7. Brand name or trade name are for reference only. Such identification is intended to be descriptive and is not intended to be restrictive or limit competition, unless specifically identified as no substitutes. Other products will be considered for award if such products are identified as equal or approved equal in the bid and are determined by the County to meet or exceed the minimum requirements as specified. Products bid as an equivalent shall be subject to evaluation; the County shall, at its sole discretion, determine whether an item meets or exceeds the specified minimum requirements. Items designated as (no substitution) on the bid sheet shall be supplied as the specific item by the originating vendor.
8. In the event or case that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern and prevail. In the event there is an error of the summation of the extended totals, the computation by Dallas County of the extended totals shall govern and prevail.
9. Review of Documents: bidders are expected to examine all documents that make up the Solicitation. Bidders shall promptly notify the County of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the Solicitation. Bidders must provide a complete Solicitation to prepare Bids. The County assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.

10. Any explanation, clarification, or interpretation desired by a bidder regarding any part of the Solicitation must be requested in writing from the Purchasing Department with sufficient time allowed for a written addendum. Sufficient time will be considered as (7) seven days following the Pre-Bid meeting held the week prior. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon the County, and Bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
11. Contractor warrants that all goods and services provided will conform to the requirements of the Contract, including all descriptions and specifications made a part of this Contract. The County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor of its obligations under this warranty.
12. All items in each category supplied need to have a dollar value. Please state no-charge or no-bid as applicable if not using a dollar value. Leaving any space blank may be considered non-responsive and rejection of the specific portion of the bid.
13. Bid preparation costs: All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.
14. Upon request and at no additional cost to Dallas County, bidders agree to furnish samples and/or demonstrations of products bid, for examination. All samples shall be furnished and delivered to the Dallas County Purchasing Department (unless otherwise stated) within five (5) days from initial request. All samples shall become property of the County and at no time shall the bidder charge or invoice the County for such sample(s).
15. Modification of Bids: Bids may be modified in writing at any time prior to the Due Date.
16. Product Discontinuance/Substitution: Written notification is required to the user department on any and all notice of discontinued or substitution of product. In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor, upon submitting, for consideration, a sample that meets or exceeds the specified requirements, to provide a substitute for the discontinued item. The County shall, at its sole discretion, determine whether an item meets or exceeds the specified minimum requirements. If the Contractor requests permission to substitute a new substitute product or model, due to discontinuation, the Contractor shall provide the following to the County:
 - a. No product or brand substitutions for discontinued item(s) shall be made unless the vendor has obtained written approval and authorization from the Dallas County Purchasing Department.
 - b. Documentation that provides clear evidence the substitution item meets or exceeds the written specifications required by the original Invitation for Bid.

- c. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model. The cost of a substituted item shall be the same or less than the cost of the awarded item.
 - d. A sample of the substituted item must be received by Dallas County user Department(s) and approved by the user department(s). Contractor must have written confirmation from Dallas County Purchasing Department of the substitution before making delivery.
 - e. Documentation from the manufacturer that the product of model has been discontinued.
 - f. Documentation that names the replacement product or model.
 - g. Any unauthorized substitution will be picked up by the Contractor within five (5) business days upon notification by Dallas County. Failure to pick up the product item(s) within the five (5) business day period (unless other arrangement has been preapproved in advance) will be considered abandoned property and therefore shall become property of Dallas County to be disposed of at the sole discretion of the County.
17. Damaged or substandard products: Damaged or sub-standard product that is shipped and/or furnished by awarded bidder will either be replaced (and expedited at contractor's expense) or if the customer prefers, be noted on the receiving report and deducted from final payment. Additionally, the awarded bidder will be responsible for shipping costs and arranging for the pick-up of any defective returns, and arranging for a return freight is charged to awarded bidder for defective returns, within ten (10) business days. Failure to pick up the product item(s) within the ten (10) business day period (unless other arrangement has been preapproved in advance) will be considered abandoned property and therefore shall become property of Dallas County to be disposed of at the sole discretion of the County.
18. The successful Contractor shall assign account representative to Dallas County. This representative shall be responsible for but not limited to:
- Coordinating all orders and shipments
 - Coordinate with using County Departments
 - Provide Dallas County with a quarterly usage report delineating the acquisition activity governed by the Contract.
19. The submission of a bid by the bidder shall be considered evidence of compliance with these requirements.
20. Oracle Fusion Punchout Capability: The bidder shall indicate whether a Punchout Catalog is currently available. If not currently available, the bidder shall certify in its bid response that it can implement a fully functional Oracle Fusion-compatible Punchout Catalog within ninety (90) calendar days after contract award. Failure to provide this certification may result in the bid being deemed non-responsive.

IV. Pre-Bid Meeting Schedule, Questions, and Inquiries

During the solicitation process bidders are required to limit their communication regarding this project to the Buyer referenced herein. A pre-bid meeting will be held by the County whereby the bidders will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The pre-bid meeting will be the only time when bidder 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-bid conference **July 28, 2026, at 10:00 a.m. (CST)**, the pre-bid meeting will be conducted through a conference call.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/23282462724001?p=YlbkRUEBhU478SHKlw>

Meeting ID: 232 824 627 240 01

Passcode: 2ht6nM6C

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 469-208-1731](tel:+14692081731), [728361667#](tel:+1728361667) United States, Carrollton

[Find a local number](#)

Phone conference ID: 728 361 667#

The deadline for the submission of questions is on **July 29, 2026, at 10:00 a.m. (CST)** through Bidnet.

V. Term and Commencement Date

This will be a **five-year** term contract commencing upon award by Commissioners Court, upon meeting any insurance and/or bonding requirements (if applicable) and/or fully executing the contract (if applicable).

VI. 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 bids and to waive minor irregularities or discrepancies in any solicitation response as may be in the best interest of County. Late bids will not be considered for award.

VII. Bid Submittal and Exception Requirements

To be considered for award, the bid response must be submitted by **August 20, 2026**, at 2:00 p.m. (CST). Bid 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 bidder may elect to submit their bid in hard copy. To submit in hard copy, the vendor may deliver or ship to: Dallas County Purchasing Department, Records Building 500 Elm Street, Suite 5500, Dallas, Texas 75202. When submitting a bid 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 bid 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. Vendors seeking to do business with Dallas County will be required to register, <https://www.bidnetdirect.com/texas/dallas-county>. By registering, vendors will be able to receive solicitation notices, view open solicitations, and submit their response online to desired business opportunities.

VIII. Communication

Upon release of the solicitation and during the process, vendors /firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact in relation to this solicitation with Dallas County employees, department heads and/or elected officials. Such contact may result in the vendor being disqualified. All questions and request for information related to this solicitation must be coordinated through Dhestini Bizer.

All questions regarding this solicitation are to be submitted in writing to **Dhestini Bizer**, Dallas County Purchasing Department via [Bidnet https://www.bidnetdirect.com/texas/dallas-county](https://www.bidnetdirect.com/texas/dallas-county), the County's procurement platform. If the bidder does not have access to the County's solicitation platform, the bidder may submit their questions in writing via email to dhestini.bizer@dallascounty.org. Please reference the IFB Solicitation number in the subject of the email.

All questions, comments and requests for clarification must reference the IFB 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 IFB will be made available exclusively through the Dallas County website for retrieval. Bidders are solely responsible for frequently checking this website for updates to this IFB Addendums to this IFB can be located at the following web address: <http://www.dallascounty.org/departments/purchasing/currentbids.php> (go to the appropriate IFB #, click on the appropriate hyperlink for viewing and/or downloading.)

IX. Location and Invoicing

The County shall pay invoices in 30 days. In order for the County to pay invoices in 30 days, the vendor's invoice must be correct, and reflect the work or goods delivered to the County. The 30 days begin when the County has received a correct invoice reflecting the work or goods delivered. If the County receives an invoice that is not correct and/or reflective of work or goods that have been delivered, the County will request a corrected invoice and the 30-day period will begin once the correct invoice has been received. All work described in the vendor invoice must have been delivered in compliance with the terms of the contract.

Invoices shall be submitted monthly to the County for payment, unless both parties agree to alternative arrangement based on project milestones. Each invoice submitted for payment shall include, at a minimum, the following information:

- Name and address of the department for which services were provided
- Purchase order number
- Contact information of County staff who placed order (name, phone number, department)
- Date of order or Service
- Detailed description of each service
- Price good or services (charges for all services covered by this contract are to be separately stated and explained
- Unit pricing
- Total cost of goods/services

Submitting invoices without the above information may cause delays in payment processing. Incorrect invoices or invoices sent to the wrong address will delay payment. Vendors who fail to follow these instructions risk having the contract with the County cancelled. Invoices must be submitted via email to: DC-Invoices@dallascounty.org

X. Documents Submitted with Bid

1. Attachment A – Cost Sheet
2. Attachment S - Small Business Enterprise (SBE) Forms (mandatory must be submitted with bid.

XI. Opening of Bids

Bid reading shall be conducted at 2:30pm (CST) on the day the bids are due. The reading will be conducted via a live meeting online at: https://teams.microsoft.com/l/meetup-join/19%3ameeting_OWQxNDljMDktYTlYy00NTI4LWlwZDMtMWI3MzNIYTI1MDc4%40thread.v2/0?context=%7b%22Tid%22%3a%2251adcfad-72f1-479c-b28f-52412e04014b%22%2c%22Oid%22%3a%22d34267e4-617b-4d0c-9984-9ac6edcceb57%22%7d.

Bids will be publicly opened in compliance with public bid opening statutory requirements.

XII. Review of Bids

1. The County will review bids complying with the due date and time to determine whether bids are responsive and responsible and whether the bid 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 bid.
3. Please be aware that Dallas County may use sources of information not supplied by the bidder 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. Bid Pricing

Bid pricing shall remain firm for each contract year unless otherwise stated herein. Respondents shall provide pricing for each year of the five-year term as outlined in the cost sheet to account for potential market fluctuations and inflationary increases. Costs not included or incorporated into the applicable unit pricing submitted by the bidder shall not be paid by Dallas County, regardless of the bidder's intent at the time of bid submission or whether such costs were actually incurred.

XIV. Insurance Requirements

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

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)/Vendor(s) to submit verification of the following coverage. The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name Dallas County and its 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.

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 (Bid 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.

XV. Rejection or Acceptance of Bids

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

XVI. Late and Withdrawn Bids

All bids must be submitted no later than the bid due date and time established by this solicitation. Bid arriving after the due date and time will not be accepted. Late bids delivered by carrier will be return to the bidder unopened.

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

XVII. Confidentiality

Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response by the bidder. 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 bid 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 bid "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 bid, the bidder 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.

XVIII. Disqualification of Bidders

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

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

XIX. Permits Required by Law

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

XX. Records and Audit

The Contractor shall keep accurate records of all components of invoices to the County as they relate to 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.

XXI. Assignment of Contract

The Contractor 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 Contractor 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 Contractor shall therein cease and terminate, and the Contractor shall be declared in default.

XXII. Default by Contractor

The following events shall be deemed to be events of default by Contractor under the Contract:

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

In the event a default occurs, the Director shall give the Contractor 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 Contractor shall vacate the facility, if applicable, and shall have no right to further operate under the Contract.

The Contractor, 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.

XXIII. Termination

The County may terminate this agreement in whole or in part by giving thirty days written notice thereof to Contractor. The County will compensate Contractor 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.

XXIV. Miscellaneous

1. After executing the contract or issuance of a purchase order, no consideration will be given to any claim of misunderstanding.
2. Bidders shall submit with their bid, the required Contractor's qualification statement with supporting information as stated herein along with all other supporting documentation requested.
3. Bidders shall thoroughly familiarize themselves with the provisions of these specifications/scope of work.
4. A bid may be disqualified if the corporation or individual bidder 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, bidders may be disqualified for poor prior performance on similar Contracts with other entities.
5. The Contractor agrees to abide by the rules and regulations as prescribed herein. The Contractor 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.
6. 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.
7. 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.
8. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the department director and/or Purchasing Agent or his authorized representative shall be final.

XXV. Indemnity

The selected bidder 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 bidder's 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 bidder, 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 bidder(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.

XXVI. Development Costs

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

XXVII. 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)

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

XXVIII. 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.

XXIX. Small Business Enterprise (SBE) Program

See Attachment S – Small Business Enterprise Program (SBE) and SBE forms

XXX. 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 bidder or proposer 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 bidder or proposer 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 vendor. 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 vendor 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 therefor 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 tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”