

Memorandum



CITY OF DALLAS

DATE August 14, 2020

TO Honorable Members of the Workforce, Education, and Equity Committee

SUBJECT **August 10th, 2020 Census Update Briefing Follow-Up**

Below is information as follow-up to questions raised during the Census 2020 Update briefing to the Workforce, Education, and Equity Committee on August 10, 2020.

Can the city utilize CARES Act Funding to hire more phone bankers, more canvassers, etc.?

The only funding source under the CARES Act that is flexible enough to allow for this kind of expense is the Coronavirus Relief Fund (CRF), which has been fully allocated to reimburse City costs and to provide relief programs for residents. The City would have to cut some of those programs to provide for any new costs. As a reminder, CRF funds can only be used to cover costs that are necessary expenditures incurred due to the COVID-19 public health emergency, and that were not accounted for in the most recently approved budget. So, while an argument could be made that additional Census outreach strategies and expenditures are necessary because of COVID-19, the City could be in danger of repaying the funds if it was disallowed.

Looking at our response rate averages, we are lower than the county and the state. Have we analyzed why that is happening?

In 2020 the federal government introduced the decennial census as an online survey, moving away from launching the 2020 Census by mailing a survey to every household. The federal marketing efforts have focused on my2020census.gov as the mode to complete the census. Mailed surveys were sent a month after the online submissions were activated, differing from previous Censuses, and only two post card reminders were sent to each household. In addition, in-person enumerators who previously engaged the community after one month were delayed by more than four months due to the COVID-19 crisis.

With the introduction of an online census, self-response rates have plummeted across the board. The national rate is down 10.8% from 2010. It is important to note that those jurisdictions with the highest number of hard to count census tracts, such as Dallas and Harris counties, are naturally going to have lower response rates. However, according to the attached report from the County's Vendor Alpha Business Images (ABI), Dallas County and the City of Dallas have cushioned their fall. The decrease in self response rates for Dallas County and the City of Dallas are 5.8% and 7.1% respectively, which is significantly lower when compared to the 2010 Census. This is in large part due to the investment in an outreach and awareness initiative targeted toward the city's hard to count audiences. The attached report highlights these comparisons.

In addition, the federal government order in April 2019 to add a citizenship question to the Census has instilled a culture of fear and reticence. This fear has been revived by a recent directive of the federal government to attempt to have undocumented residents disallowed from the 2020 Census count, which would further hurt Dallas efforts and counts.

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Have we correlated the voter registration database with the response?

Due to the confidentiality of Census responses, we can only determine the percentage of people responding in a specific zip code or tract, which does not allow for a crosscheck against voter registration databases. Staff will further explore the feasibility of this with Dallas County.

How are we holding the vendor accountable for meeting milestones?

In October 2019, the City of Dallas entered into an interlocal agreement (ILA) with Dallas County for the Census 2020 participation initiative (see attached ILA). While the contract with the vendor is with Dallas County, there were certain provisions included in the ILA that protected the interests of the City of Dallas. Specifically, the following sections:

- Section 2: Contracting Process
- Section 3: Funding and Expenditures
- Section 4: Collaboration
- Section 5: Requirements for Vendor/Consultant Contracts
- Section 6: Fair Opportunity Purchasing and Contracting

Of particular note is Section 3, subsection D, which states that the City agrees to make payments to the County for approved expenses pursuant to timelines agreed to and deliverables provided by selected contractors. The City of Dallas had three representatives that served on the contract selection panel. Additionally, the ILA provided that no contract shall be awarded until the City Manager, or his designee, provide selection recommendations to Dallas County.

Section 8.3 of the contract between Dallas County and ABI states that the County reserves the right to withhold any payment or partial payment otherwise due the contractor for unsatisfactory performance, services or work incomplete, unacceptable work or services. City Census staff meets with ABI and the County weekly (now virtually) and receives weekly status reports on media outreach, partner engagement, and events in which ABI and their subcontractors participate.

The ILA is attached for your reference.

Have we dispersed all the funds to the County on this contract?

Due to a discrepancy between the County's invoicing and the City's accounts payable processes, no payments have been sent to date. However, the Office of Budget has been working with the County to correct the errors and has received all the proper documentation necessary in order to process invoices for the months of February thru June, which totals \$629,530.

The City of Dallas committed a not to exceed amount of \$1 million for the Countywide 2020 Census Participation Initiative. This funding was encumbered in FY 2018-19. According to the ILA with Dallas County, the City's final contribution amount is subject to the amounts contributed by other cities in Dallas County, which results in a 43% contract cost share for the City. For the original contract with Alpha Business Images (ABI), the City's cost share was \$830,338, leaving \$169,662 available from the \$1 million appropriated. The remaining portion of the City's amount will be used towards ABI's contract extension, which was necessary due to the Census Bureau pushing back the date for self-response.

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Please provide a copy of the executed contract between the County and the Vendor.

See attached.

As a reminder, Alpha Business Images will provide a 2020 Census Update briefing to the full City Council on September 2, 2020.

Please contact me if you have any questions.



Kimberly Bizer Tolbert
Chief of Staff to the City Manager

c: Honorable Mayor and City Councilmembers
T.C. Broadnax, City Manager
Chris Caso, City Attorney
Mark Swann, City Auditor
Billerae Johnson, City Secretary
Preston Robinson, Administrative Judge
Majed A. Al-Ghafry, Assistant City Manager
Jon Fortune, Assistant City Manager

Joey Zapata, Assistant City Manager
Nadia Chandler Hardy, Assistant City Manager
Dr. Eric A. Johnson, Chief of Economic Development and Neighborhood Services
M. Elizabeth Reich, Chief Financial Officer
Laila Alequresh, Chief Innovation Officer
M. Elizabeth (Liz) Cedillo-Pereira, Chief of Equity and Inclusion
Directors and Assistant Directors



Alpha Business Images, 400 N St. Paul, Suite 300, Dallas, TX. 75201
 P 972.716.0070 W alphabusinessimages.com
 Dallas County Census: Awareness and Education

CENSUS 2020 COMPARISON										
	2010 Response Rate	2020 Response Rate*	Comparison Dallas County	2010 Difference	2020 Difference	% Incr/Decr	Comparison City of Dallas	2010 Difference	2020 Difference	% Incr/Decr
U.S.	74.0%	63.2%	vs. U.S.	-9.4%	-4.4%	5.0%	vs. U.S.	-12.1%	-8.4%	3.7%
Texas	64.4%	58.2%	vs. Texas	0.2%	0.6%	0.4%	vs. Texas	-2.5%	-3.4%	-0.9%
Harris	65.1%	57.7%	vs. Harris	-0.5%	1.1%	1.6%	vs. Harris	-3.2%	-2.9%	0.3%
Houston	63.5%	54.0%	vs. Houston	1.1%	4.8%	3.7%	vs. Houston	-1.6%	0.8%	2.4%
Dallas County	64.6%	58.8%								
City of Dallas	61.9%	54.8%								

*as of 8/6/20

	ratio	Dallas County	expected 2020 rate	Dallas County population	addl number counted	annual per person impact	annual impact	City of expected Dallas 2020 rate	City of Dallas population	addl number counted	annual per person impact	annual impact
ratio Dallas County	87.30%	55.17%	2,636,000					52.87%	1,345,000			
ratio City of Dallas	83.65%	3.63%	95,637	\$ 1,161	\$ 111,034,475	1.93%	26,013	\$ 1,161	\$ 30,201,124			

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CITY SECRETARY
DALLAS, TEXAS**COURT ORDER 2019-1145****Interlocal Agreement Between Dallas County and the City of Dallas for the Countywide 2020 Census Participation Initiative**

On a motion made by Commissioner Dr. Elba Garcia, and seconded by Commissioner John Wiley Price, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: October 15, 2019

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the interlocal agreement between Dallas County and the City of Dallas for the Countywide 2020 Census Participation Initiative and authorize the Dallas County Judge to sign all related documents on behalf of Dallas County. Amended the wording in open to court to read on page 3 section 4 sub section B the words "may be" are added between the words "and" and "to" on line 2 of the paragraph. The sentence should read " These materials will be shared and may be used by other cities".

Done in open Court October 15, 2019 by the following vote:

IN FAVOR:	County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner JJ Koch, Commissioner John Wiley Price, and Commissioner Dr. Elba Garcia
OPPOSED:	None
ABSTAINED:	None
ABSENT:	None



C.O. # 12 / 1-0 to be returned

191522

Dallas County
COURT ORDER / BRIEFING
Commissioners Court - Oct 15 2019

- Resolution
- Solicitation/Contract
- Executive Session
- Addendum

**Interlocal Agreement Between Dallas County and the City of Dallas for the
Countywide 2020 Census Participation Initiative**

Briefing Date: Oct 15 2019
Funding Source:
Originating Department: Comm Court Administration
Prepared by: Charles Reed, Intergovernmental Affairs
Recommended by: Charles Reed, Intergovernmental Affairs

BACKGROUND INFORMATION:

On September 3, 2019, Dallas County (County), in partnership with the City of Dallas (City), authorized Request for Proposal (RFP) 2019-074-6838, 2020 Census Participation Initiative. The attached interlocal agreement (ILA) is the formal participation agreement between Dallas County and the City of Dallas.

OPERATIONAL IMPACT:

The ILA stipulates that both the County and City shall have three representatives on the selection committee for the RFP and that the resulting contract be approved by both the County and the City. Additionally, the strategies deployed by the vendor will be in collaboration with the work already being done by the City. Further, a member from the Dallas County administrative staff and a representative from the selected vendor will serve as members of the Dallas Complete Count Committee.

FINANCIAL IMPACT:

The City is committing up to \$1 million for the Countywide 2020 Census Participation Initiative.

LEGAL IMPACT:

The Civil District Attorney's Office has reviewed and approved the ILA.

ADMINISTRATIVE PLAN COMPLIANCE:

This ILA with the City and the associated RFP effort comply with the Administrative Plan by ensuring Dallas County is a proactive regional partner through this collaboration with the City on a joint effort to count all residents in both the County and the City.

RECOMMENDATION:

Approve the interlocal agreement between Dallas County and the City of Dallas for the Countywide 2020 Census Participation Initiative and authorize the Dallas County Judge to sign all related documents on behalf of Dallas County.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the interlocal agreement between Dallas County and the City of Dallas for the Countywide 2020 Census Participation Initiative and authorize the Dallas County Judge to sign all related documents on behalf of Dallas County.

ATTACHMENTS:

CityofDallas-09252019

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**CITY/COUNTY INTERLOCAL AGREEMENT FOR CENSUS COMPLETE COUNT
CAMPAIGN**

This Interlocal Agreement (the “Agreement”) is made and entered into in the County of Dallas, State of Texas, by and between the CITY OF DALLAS, a Texas municipal corporation of Dallas County, Texas (hereinafter called “City”), acting by and through its duly authorized officers, and the County of Dallas, Texas, a political subdivision of the State of Texas, created and existing under Article XI, Section 1 of the Texas Constitution (hereinafter called “County”), acting by and through its duly authorized officers. The County or the City may hereinafter be referred to individually as a “Party”, or collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Government Code Chapter 791, authorizes any local government to contract with one or more local governments to perform governmental functions and services; and

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, the County and the City, local governments as defined in Texas Government Code Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, it is of vital importance that each person within the City and County of Dallas is counted by the efforts of the United States Census because data are used to reapportion legislative districts and distribute federal funding to municipalities; and

WHEREAS, the purpose of this agreement is to establish a cooperative agreement whereby the City and County work together to most efficiently obtain a complete count of individuals in the City and County.

WHEREAS, the City and County can more efficiently utilize taxpayer funds by collaborating on contracting with outside consultants as necessary, taking advantage of economies of scale.

WHEREAS, the City and County specify that each party paying for the performance of said functions of government shall make those payments from current funds available to the paying party.

NOW THEREFORE, this Agreement is made and entered into by City and County in consideration of the aforementioned recitals and for the mutual consideration stated herein.

SECTION 1: BACKGROUND

A. The U.S. Constitution mandates a Census count must be held every ten years. Census data is used to draw legislative districts which translates to Congressional seats and increased local representation in federal and state matters.

B. In addition, the Census is used to allocate federal funding, and in FY 2016, Texas received \$59.4 billion based on Decennial Census data, accounting for \$2,132 for every Texas resident. Those dollars have direct impact on planning for schools, transportation, health programs, and other community needs. Texas stands to lose more federal funding from an undercount in 2020 than any other state. As the City of Dallas is the third largest city in Texas, it's population count contributes to substantial funding from the federal government. For fiscal year 2019-2020, the City of Dallas received nearly \$35 million dollars in federal grants that were awarded in part based on census data.

SECTION 2: CONTRACTING PROCESS

A. County shall procure and enter into such contracts as are necessary with consultants or advertising agencies to develop the creative concept, direction and production for the public awareness campaign and a media buyer.

B. County agrees that City and County shall each have three representatives on the County's selection committee for any contractors hired using joint funding as described in this agreement. Additionally, County and City agree that neither elected officials or their staffers may be representatives on the selection committee.

C. Once selected, County agrees to require in its contracts that any contractors or consultants will present initial creative development and campaign proposals in a timely manner and in collaboration with both the City and County.

D. Parties will communicate and respond in a timely manner at all stages of the campaign to avoid any delays.

E. No contract shall be awarded until the Dallas City Manager, or his designee, provides selection recommendations to Dallas County. The Dallas City Manager, or his designee, may not unreasonably delay providing selection recommendations.

F. No contract shall be awarded until approved by the Dallas County Commissioners Court in accordance with state and county procurement rules.

G. County shall draft any contracts awarded pursuant to this Agreement to provide that the City shall be a third-party beneficiary of all vendor contracts entered

pursuant to this Agreement.

SECTION 3: FUNDING AND EXPENDITURES

A. The City of Dallas and Dallas County will split evenly the cost of contracts awarded pursuant to this Agreement; however, the City's final contribution amount will be subject to the amounts contributed by other cities.

B. Subject to appropriations, the City of Dallas shall contribute an amount not to exceed ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00). In either event, the County shall contribute at least as much funding as the City of Dallas. If there is any Funding required in excess of TWO MILLION AND 00/100 DOLLARS (\$2,000,000), the County will not look to the City of Dallas for any additional amount.

C. All monies (public and private) contributed by the City of Dallas are to be used in conjunction with Dallas County efforts specifically for the City of Dallas Census 2020 outreach effort.

D. City agrees to make payments to County for approved expenses under this Agreement pursuant to the timelines agreed to and deliverables provided by selected contractors in accordance with the contracts entered into with the selected contractors.

E. Either party to this Agreement may elect to withdraw from this Agreement; however, said Party shall be responsible for its share of any authorized costs associated with prior, committed approvals of expenditures.

SECTION 4: COLLABORATION

A. Strategies shall be deployed in tandem and in collaboration with the work already being done by the City of Dallas to reach specific hard-to-count (HTC) populations as well as implementing HTC efforts in other cities across Dallas County to successfully achieve a complete and thorough count.

B. The City of Dallas is developing marketing materials which will be used for City of Dallas Census 2020 outreach efforts. These materials will be shared and may be used by other cities. No City of Dallas monies shall be used to pay for a new logo design.

C. A member of the Dallas County administrative staff shall serve on the Dallas Complete Count Committee and the contract with the vendor shall require a vendor representative to serve on the City of Dallas Complete Count Committee and attend events as necessary.

SECTION 5: REQUIREMENTS FOR VENDOR/CONSULTANT CONTRACTS

The County agrees that all contracts that will expend funds contributed by the City pursuant to this Agreement shall:

A. Vendor shall work directly with City staff to identify existing partnerships at the state level and the Census Bureau already developed by the City and other cities in Dallas County, and serve as conduit to these entities, so as not to duplicate efforts.

B. Vendor shall review and provide input into the existing City strategic plan and framework for Hard-to-Count Subcommittee outreach effort. The vendor shall provide best practice guidance on mobilization of Complete Count Committee volunteers and assist in developing planning guide for cities across Dallas County to use at their discretion, to host Citywide Census Online weekend participation community and faith-based events. Once finalized, the strategic plan shall serve as a blueprint for County's overall outreach effort for cities in Dallas County to follow and implement at their discretion.

C. Any consultant hired pursuant to this Agreement shall review and advise the City on enhancing City Census 2020 tool kit/messaging and outreach effort.

D. The consultant shall advise on best practices for community engagement, enlisting community support, and Census participation that can be utilized by volunteer members of the City of Dallas Complete Count Committee.

E. The consultant shall review City of Dallas HTC data and advise on already existing City of Dallas HTC outreach efforts and review non-HTC outreach efforts.

F. The consultant shall make regular reports of their activities, including weekly updates to City of Dallas staff.

G. The consultant shall provide City with insight into preparing for future Census outreach campaigns, including: (1) trainings and presentations sharing best practices and (2) findings that support future civic engagement.

H. The vendor shall also provide a City of Dallas-specific written final evaluation/assessment of project and proposed future best practices.

I. The City reserves the right of prior review of all vendor contracts to be funded by City contributions before execution.

SECTION 6: FAIR OPPORTUNITY PURCHASING AND CONTRACTING

City and County will strive to ensure that all qualified businesses, regardless of size, economic, social, racial, gender, or ethnic status have a fair opportunity to participate in joint projects undertaken by City and County.

SECTION 7: TERM

The term of this Agreement shall be for a period beginning on October 15, 2019 and terminating on September 30, 2020. The parties may extend this term by mutual written

agreement prior to the expiration of the term. This Agreement may be terminated by either Party in its sole discretion upon (30) days written notice, and payment of any outstanding amounts due from the terminating party shall be paid in accordance with Section 3.

SECTION 8: NOTICES

All notices, communications and reports required or permitted under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person at the addresses shown below, unless and until either party is otherwise notified in writing by the other party of a different address:

If intended for City, to:

Brett Wilkinson, Director
Office of Intergovernmental Relations
City of Dallas
1500 Marilla, 4BN
Dallas, Texas 75201

If intended for County, to:

Charles Reed, Assistant County Administrator for
Governmental Affairs
411 Elm Street, Room 311
Dallas, Texas 75202

SECTION 9: RECORDS

Either Party may review any and all of the services performed by the other Party under this Agreement, including all records and billings relating to the performance of this Agreement.

SECTION 10: INDEMNIFICATION

THE PARTIES ACKNOWLEDGES AND AGREE THAT DALLAS COUNTY AND THE CITY OF DALLAS ARE PROHIBITED BY ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION FROM INDEMNIFYING EACH OTHER OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THIS AGREEMENT.

SECTION 11: MISCELLANEOUS PROVISIONS

A. ENTIRE AGREEMENT AND AMENDMENT. This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the

parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

B. COUNTERPARTS, NUMBER/GENDER AND HEADINGS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

C. SEVERABILITY. If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity of any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

D. FORCE MAJEURE. Neither party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

E. 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 Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. The City has a duty to mitigate damages.

F. SOVEREIGN IMMUNITY. This Agreement is expressly made subject to City's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to

constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third-party beneficiary.

G. COMPLIANCE WITH LAWS AND VENUE. In providing services required by this Agreement, the Parties must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in State and Federal Court physically located in Dallas County, Texas.

H. RELATIONSHIP OF PARTIES. Each Party is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the other Party. City and County agree and acknowledge that each entity shall be responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

I. CONTRA PROFERENTUM. The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the party who drafted the Agreement and such party shall not be responsible for the language used.

J. ASSIGNMENT. Neither Party may transfer or assign its interest in this Agreement without prior written consent of the non-assigning Party. County approval to transfer or assign City's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court. City approval to transfer or assign County's duties to perform this Agreement is subject to formal approval by the Dallas City Council.

K. CONTINUING OBLIGATIONS. All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

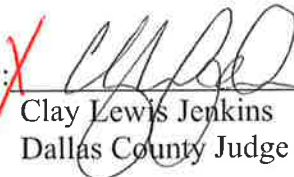
L. BINDING EFFECT. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

M. SIGNATORY WARRANTY. City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution and delivery of this Agreement is made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

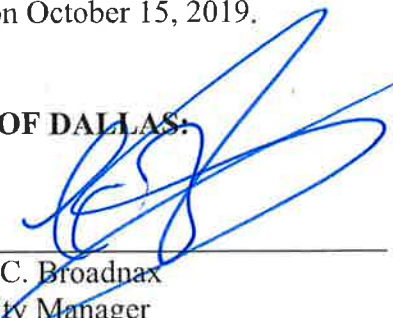
[Remainder of page in intentionally blank. Signatures are on the following page.]

EXECUTED to be effective as of the 15th day of October, 2019, by City signing by and through its City Manager, duty authorized to execute same by City Council Resolution No. 19-_____ adopted on September 25, 2019, and by County, acting through the Dallas County Judge, duly authorized to execute same by Commissioner's Court Order No. 2019-1145 adopted by the Commissioner's Court on October 15, 2019.

COUNTY OF DALLAS:

By: 
Clay Lewis Jenkins
Dallas County Judge

CITY OF DALLAS:

By: 
T.C. Broadnax
City Manager


RECOMMENDED BY:


Charles Reed, Assistant County Administrator
for Governmental Affairs

RECOMMENDED BY:

APPROVED AS TO FORM:*

JOHN CREUZOT
DISTRICT ATTORNEY

By: 
Chong Choe
Assistant District Attorney

APPROVED AS TO FORM:

CHRISTOPHER J. CASO
Interim City Attorney

By: 
Assistant City Attorney

***By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a lease, contract, or legal document on behalf of other Parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other Parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).**

September 25, 2019

WHEREAS, the United States Constitution requires that a Census count be conducted every ten years; and

WHEREAS, the Census population count is used to reapportion federal and state legislative districts, City Council districts, and to distribute billions in federal funds to states and local communities for schools, roads, housing, social services and much more; and

~~**WHEREAS**, according to the United States Census Bureau, Texas receives an estimated \$43 billion annually in federal funds based on Census data and each uncounted person represents a loss of approximately \$1,5780.00; and~~

WHEREAS, in Fiscal Year 2016, Texas received \$59.4 billion based on Decennial Census Data, which is approximately \$2,132 for every Texas resident; and

WHEREAS, it is critical that all residents of Dallas are counted; and

WHEREAS, the City of Dallas has over 200 Census tracts that are designated “hard to count” because previous Census response rates are 73 percent or less; and

WHEREAS, over the past year, the City of Dallas has been hard at work on the Census 2020 outreach effort; and

WHEREAS, City staff has engaged with multiple civic organizations, business leaders, faith-based organizations, media outlets, government agencies at the local, state, and federal level, and others; and

WHEREAS, the City of Dallas has been working with representatives from Dallas County since July 2018, ensuring their participation in, and awareness of, the City of Dallas’ efforts; and

WHEREAS, in order to ensure a complete count of all Dallas residents, the City will establish a cooperative agreement whereby the City of Dallas and Dallas County work together to most efficiently obtain a complete count of individuals in the City and County; and

WHEREAS, the City and County can more efficiently utilize taxpayer funds by collaborating on contracting with an outside vendor, taking advantage of economies of scale; and

WHEREAS, the City of Dallas seeks to enter into an Interlocal Agreement with Dallas County to seek qualified vendors with the experience and capabilities to enhance the City of Dallas’s 2020 Census program and to oversee and perform Dallas County’s 2020 Census participation initiative.

502787

September 25, 2019

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to execute an Interlocal Agreement with Dallas County, approved as to form by the City Attorney, to procure professional services for a Census 2020 Participation Initiative for the period ~~September 25, 2019 through July 1, 2020~~ October 15, 2019 through September 30, 2020 and execute any and all documents required by the Interlocal Agreement.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,000,000.00, in periodic payments to Dallas County (014003) from General Fund, Fund 0001, Department MGT, Unit 1145, Object 3070 for the 2020 Census Outreach.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGREEMENT

RFP NUMBER 2019-074-6838

BETWEEN

DALLAS COUNTY, TEXAS

AND

ALPHA BUSINESS IMAGES, LLC

This Master Agreement (“Agreement”) is made and entered into by and between the Dallas County, Texas, (“County”) a political subdivision of the State of Texas acting by and through the Dallas County Commissioners Court and Alpha Business Images, LLC (“Contractor”) with a place of business at 400 N. St. Paul, Suite 300, Dallas, Texas 75201. Both County and Contractor are sometimes referred to as “Party”, or collectively as “Parties.”

WITNESSETH:

WHEREAS, County issued RFP No. 2019-074-6838 2020 Census Participation Initiative for Dallas County (“RFP”);

WHEREAS, Contractor responded to RFP; and

WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, Contractor represents that it has the experience and holds all necessary permits, licenses and certificates to practice and perform the services and desires to perform the services covered in this Agreement; and

WHEREAS, County desires to retain a qualified and experienced Contractor to provide assistance in managing a census campaign engaging all residents of Dallas County, particularly those hard-to-count and to provide the County with the four tasks referenced in the RFP "Project"; and

WHEREAS, County has selected Contractor as the highest ranked firm for County RFP No. 2019-074-6838 and agrees to pay Contractor for the services provided as detailed in this Agreement and the RFP;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work and services contained herein, as attached and made a part hereof, County and Contractor mutually agree as follows;

1. INCORPORATED DOCUMENTS

The following documents are incorporated by reference as if fully reproduced herein:

- Cost and Other Fees Price Schedule, attached as Exhibit A;
- Contractor’s Title VI Assurances and Compliance, attached as Exhibit B;
- Contractor’s Small Business Enterprise (SBE) and Hub Participation Report, attached as Exhibit C;
- County’s RFP No. 2019-074-6838, attached as Exhibit D;
- Contractor’s response to the RFP (“Response”), attached as Exhibit E;

Contractor's response to Initial Questions, attached as Exhibit F; and
Contractor's response to Evaluation Team Questions, attached as Exhibit G.

2. ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between or among the provisions of this Agreement between the County and Contractor or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence: (1) this Agreement; (2) Exhibit A; (3) Exhibit D; (3) Exhibit E; (4) Exhibit F; (5) Exhibit G; (6) Exhibit B; and (7) Exhibit C.

3. CONTRACT TERM

The initial term ("Term") of this Agreement shall be for one (1) year, commencing upon the date of execution by Dallas County Commissioners Court ("Effective Date"), unless terminated earlier under any provision hereof. Upon the written notification of County, the Agreement may be extended for up to three (3) additional three month terms, in order to provide Contractor additional time, if deemed necessary by County, to complete the scope of services provided below. Upon expiration of the Term of this Agreement, Contractor agrees to hold over the terms and conditions of this Agreement for such a period of time as may be reasonably necessary, but not to exceed 120 days, to renew this Agreement or allow the County to re-solicit this Agreement through a competitive solicitation process.

4. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to provide assistance in managing a census campaign engaging all residents of Dallas County, particularly those hard-to-count and to provide the four tasks referenced in the RFP.

5. SCOPE OF SERVICES AND WORK

The scope of services includes providing assistance in managing a census campaign engaging all residents of Dallas County, particularly those hard-to-count and to provide the four tasks as outlined in the RFP, as well as all other items outlined in the RFP and Contractor's Response.

Additionally, Contractor agrees that the City of Dallas ("City") is a third-party beneficiary of this Agreement and the parties agree that they intend for the City of Dallas to benefit directly hereunder. Accordingly, Contractor agrees:

- A. Contractor shall work directly with City staff to identify existing partnerships at the state level and the Census Bureau already developed by the City and other cities in Dallas County, and serve as conduit to these entities, so as not to duplicate efforts.
- B. Contractor shall review and provide input into the existing City strategic plan and framework for Hard-to-Count ("HTC") Subcommittee outreach effort. Contractor shall provide best practice guidance on mobilization of Complete Count Committee volunteers and assist in developing planning guide for cities across Dallas County to use at their discretion, to host Citywide Census Online weekend participation community and faith-based events. Once finalized, the strategic plan shall serve as a blueprint for County's overall outreach effort for cities in Dallas County to follow and implement at their discretion.
- C. Contractor shall review and advise the City on enhancing City Census 2020 tool kit/messaging and outreach effort.

- D. Contractor shall advise on best practices for community engagement, enlisting community support, and Census participation that can be utilized by volunteer members of the City of Dallas Complete Count Committee.
- E. Contractor shall review City of Dallas HTC data and advise on already existing City of Dallas HTC outreach efforts and review non-HTC outreach efforts.
- F. Contractor shall make regular reports of their activities, including weekly updates to City of Dallas staff.
- G. Contractor shall provide City with insight into preparing for future Census outreach campaigns, including: (1) trainings and presentations sharing best practices and (2) findings that support future civic engagement.
- H. Contractor shall also provide a City of Dallas-specific written final evaluation/assessment of project and proposed future best practices.

6. BACKGROUND CHECKS

6.1 Contractor acknowledges and agrees to perform background checks and e-verify on all employees and personnel including subcontractors assigned and providing services to County under this Agreement prior to commencing services or work. Contractor shall conduct these checks as required by the RFP. "Background check" means, including but not limited to, the research and verification of an individual's employment history, criminal history, identity, driving record history, current and past residences, and any discrepancies contained therein. The cost of this background check will be the sole responsibility of the Contractor. The County reserves the right to approve/refuse any prospective employees including subcontractors of the Contractor as a result of the background check. The following items will be included in a background check, at a minimum:

- 6.1.1 E-Verify all employees, personnel and subcontractors providing services under this contract;
- 6.1.2 Employment history (last ten (10) years);
- 6.1.3 Social Security number verification;
- 6.1.4 Assumed names and aliases search;
- 6.1.5 State criminal records search for an unlimited period of time including court records search, Motor Vehicle Driving Records search, Department of Public Safety search, Department of Corrections search, Administrative Office of Court search, a County criminal records search for all counties of residence, and a Justice of the Peace criminal records search for all precincts of residence;
- 6.1.6 Federal criminal records search for an unlimited period of time, including National Sex Offender Public Registry Search and National Criminal Records Database Search;
- 6.1.7 Current and prior address check; and
- 6.1.8 Employee photo picture.

6.2 The background check must be performed and completed at least seven (7) days prior to each employee or personnel providing services to County. A copy of the e-verify documentation and background check will be provided to County and County will be advised, if: 1) the background check identifies any criminal history,

including but not limited to, any warrants, misdemeanor or felony convictions/indictments/arrest/pending charges, deferred adjudication or community supervision, dismissals, or outstanding traffic tickets (three months or older); or 2) the background check identifies any discrepancy or inconsistency in the information provided, including with the Social Security number or name provided. Copies of all background check results shall be made available to the County.

6.3 Contractor shall furnish the County with a completed verification certificate, Dallas County Background Check Verification Certificate (“Certificate”), signed by the Contractor containing the employee/personnel’s full legal name, full address, date the background check was performed, and date of hire by the Contractor. The Certificate should be sent to the Dallas County Facilities Management Contract Manager or designated representative via E-mail or in a sealed envelope marked Confidential.” The certificate must state that a background check has been performed on the employee/personnel and that the findings are satisfactory. If not satisfactory, the Certificate must state any potential problems (e.g., information discrepancies or inconsistencies, gaps in background, criminal felony or misdemeanor convictions/indictments/ arrests/pending charges, outstanding warrants or traffic tickets, wrong or invalid Social Security number, deferred adjudication, community supervision, etc.) discovered during the background check. Upon receipt of a Certificate identifying problems with the background check: 1) the County department requesting the personnel will assess the identified issues, pursuant to County policies and other laws and regulations; and 2) Dallas County Facilities Management Contract Manager will advise the Contractor whether the County department will permit the personnel/employee to perform the service.

6.4 County’s Rights to Further Screen Personnel

In evaluating Contractor’s employees and personnel providing services under this contract, certain County departments or divisions may require additional background checks, including but not limited to, criminal record checks and fingerprinting. These additional background check requirements do not waive any responsibility or obligation of the Contractor under this Section 6.

6.4.1 Section 344.310 of the Texas Administrative Code requires criminal history searches to be conducted on all personnel who may have direct unsupervised contact with youth in juvenile justice facilities and programs prior to being granted access to juveniles, or facilities. Contractor (including Contractor’s employees) or individuals who are not licensed by the Texas Department of State Health Services or other state agency must have a fingerprint-based criminal history search conducted from databases maintained by the State of Texas and the Federal Bureau of Investigations for each individual providing services under the Contractor’s contract within two (2) years prior to the date of the most recent contract. Contractor (including Contractor’s employees providing services under this contract without a state professional license) are required to submit fingerprint-based criminal history searches through the Texas Department of Public Safety’s Fingerprint Applicant Services of Texas (FAST) system. Contractor is responsible for all cost associated with FAST fingerprint based check and criminal record check.

6.4.2 For positions with access (or potential access) to Criminal Justice Information (CJI) in accordance with the Federal Bureau of Investigation CJIS Security Policy 5.3, as amended, and the Texas Department of Public Safety’s CJIS Policy; or (ii) as deemed necessary, at its sole discretion.

6.4.3 The Contractor shall inform all employees and personnel providing services of this contract of the additional background check screening requirements. The additional background check (including fingerprinting) will be the responsibility of Contractor.

6.4.4 Waiver

Contractor shall have the personnel including subcontractors execute any necessary consents, releases, and waivers:

- a. To allow County or a third party agency to collect and check the employee/personnel's background and qualifications, as permitted by applicable law, under Section 6.4; and
- b. To release to County (and its employees) the employee/personnel's background history and/or criminal history.

6.5 Re-Verification

Contractor must have the background of any employee, personnel including subcontractors providing work or services to the County re-verified:

6.5.1 Twelve months from the date the employee or personnel first started providing services to County, if the employee or personnel provided continuous services to the County; or

6.5.2 If there is a gap, of thirty (30) days or more, in the employee or personnel providing services to County. Upon such re-verification, Contractor shall provide County with another Certificate pursuant to the requirements in Section 6.3.

6.6 Warranties

Contractor represents and warrants;

6.6.1 All employees, personnel including subcontractors who perform any services or work for County have undergone the Contractor's background check and a County Background Check Verification Certificate has been provided to Dallas County Facilities Management Contract Manager;

6.6.2 Contractor has a background check process/service which includes, at a minimum, the searches/information identified in Section 6.1;

6.6.3 It will not assign or permit any individual to perform services or work for the County unless (i) the individual has passed the background check; or (ii) it has notified the County of potential problems and such problems have been resolved pursuant to the procedure set forth in Section 8; and

6.6.4 It will ensure that personnel are in compliance with the background check requirements in this Section 6 throughout the term of the Agreement, and any extensions thereto, including the duty to notify in Section 6.5.

7. COMPENSATION

The compensation amount shall not exceed One Million Nine Hundred Thirty Two Thousand Six Hundred Seventy Six and 36/100 Dollars (**\$1,932,676.36**). The compensation shall be paid in accordance with the rates set forth in Exhibit A.

County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from County to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to County in the manner specified herein. Although City is a third-party beneficiary of this Contract and the tasks set forth in Section 5 above provide for direct work with the City, it is understood that the City will not be invoiced for the Services and all invoices for work performed will be submitted to the County and paid by the County.

8. TERMS AND CONDITIONS OF PAYMENT FOR SERVICES OR WORK

8.1 Contractor agrees to accept the specified compensation as set forth in Exhibit A as full remuneration for performing all services and furnishing all professional services, supervision, labor, personnel, staffing, documentation, reports, taxes, travel, transportation, shipping, freight, insurance requirements, bonds, supplies and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for products and services delivered in accordance with this Agreement. County shall have no obligation to pay any sum in excess of total Agreement amount specified herein.

8.2 Invoices shall be verified and approved by the County authorized representative and subject to routine processing requirements. Payments made by the County shall not preclude the right of County from thereafter disputing any items involved or billed under this Agreement and shall not be construed as acceptance of any part of the services and/or goods. Payment will be made upon receipt and acceptance by the County of completed work, services or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

8.3 The County reserves the right to withhold any payment or partial payment otherwise due the Contractor for unsatisfactory performance, services or work incomplete, unacceptable work or services or damage by the Contractor, his employees or subcontractors. The County shall provide notice of any work or services that involve disputed costs, involve disputed audits, that is deemed to be incomplete or unacceptable, for which the Contractor shall rectify that condition to the satisfaction of County. If Contractor fails to rectify and correct the incomplete or unacceptable work or damage within a reasonable time, County will also reduce the bill for any services deemed unsatisfactory, unacceptable, and incomplete or damaged. At no time will penalty assessment be recoverable by the Contractor. Contractor shall take all proper precautions to protect County and private property from damage and/or loss. Should any damage to, and/or loss of, property be caused by the Contractor, the Contractor will be required to make repairs and/or restitution immediately at its own expense.

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

8.5 All invoices must reference a valid Dallas County Purchase Order Number (when applicable).

8.6 County reserves the right to withhold payment to the Contractor or to require Contractor to return payment(s) received from County in the event Contractor's performance does not comply with any provision of this Agreement. Contractor agrees to return any unearned amounts paid by County within thirty (30) days following the final date of the Term or within thirty (30) days following County delivery of a notice to the Contractor that amounts paid to be returned.

8.7 Contractor shall submit monthly invoices for all services or work performed during the previous calendar month. Two (2) invoices are required. All invoices shall be submitted to the Dallas County Auditor's Office with a copy to originating department indicated below and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. Failure to provide the appropriate supporting documentation will result in the delay payment. Invoices shall cover goods and services not previously invoiced. Contractor shall reimburse the Dallas County for any monies paid to Contractor for goods or services not provided or when goods and services provided do not meet the Agreement requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items involved or invoiced under this Agreement and shall not be construed as acceptance of any part of the goods or services.

Invoices and support documentation are to be sent to:

Original invoice shall be sent to:

Dallas County Auditor's Office
Attn: Accounts Payable
1201 Elm St., 23rd Floor, Suite 2300
Dallas, Texas 75270
Accounts.Payable@dallascounty.org

Copy of invoice(s) shall be sent to:

Charles Reed
Assistant County Administrator for Governmental Affairs
411 Elm Street, Room 311
Dallas, Texas 75202
Charles.Reed@dallascounty.org

8.8. At minimum, the original invoices submitted against the agreement, must reference all of the following information:

8.8.1 Contractor Information

- a. Contractor Name
- b. Contractor Address
- c. Contractor Contact Information
- d. Dallas County Purchase Order Number
- e. Dates of Services per work week and tasks(sub-tasks) accomplished (Saturday – Friday)

8.9 All itemized optional services requested by the user department should be listed on a separate invoice.

8.10 All billing shall be done on a timely and accurate basis. Contractor shall submit monthly invoices from services completed in the previously month no later than the 15th of each month or as otherwise agreed to between the Parties. Payment will be made within thirty (30) days after receipt of an approved invoice with supporting documentation to the Dallas County Auditor's Office.

Upon termination of this Agreement, amounts due the Contractor from the County under the terms of this Agreement, shall be prorated as of the date of termination.

8.11 Invoices received without all the required supporting documentation and information will not be processed and will be returned to the Contractor unpaid.

9. SMALL BUSINESS ENTERPRISE PARTICIPATION

9.1 Contractor agrees to comply with the provisions of the Small Business Specifications contained in Exhibit C. Contractor, if subcontracting portions of the work or services herein, agrees to allocate work or services to sub-consultants or sub-contractors which are Small Business Enterprise (SBE) firms in accordance with Exhibit C (herein after "Participation Plan"). No changes to the Participation Plan may be made unless approved in writing by Dallas County Office of Small Business Enterprises. During the performance of all work or services under this Agreement, Contractor and its agents shall comply with all SBE policies of Dallas County. The information shall

be identified per firm, discipline, and participation. During the Term of this Agreement, Dallas County will require information from the Contractor, and may conduct audits, to assure that the Participation Plan is being followed.

9.2 With each Contractor request for payment, the Contractor shall report their actual payment and compliance Plan Participation information to:

Dallas County Office of Small Business Enterprises
411 Elm St., 2nd Floor
Dallas, Texas 75202

Dallas County Purchasing Department and Dallas County Small Business Office has implemented a web-based, vendor/contractor tracking and reporting system (B2Gnow) to streamline the current manual process of tracking payments to all tiers of subcontractors/sub-consultants. Contractor will report all payments and other requested information into the new system.

9.3 Should Contractor propose the deletion of a SBE classified or certified subcontractor from its employ, the Contractor shall substitute a subcontractor of like classification or certification, and if Contractor is unable to substitute a subcontractor of like classification, Contractor shall provide Dallas County Office of Small Business Enterprises with documentation of its best efforts to acquire the services of a SBE replacement firm.

9.4 Changes to the List of Subcontractors must be reviewed and approved by the Dallas County Office of Small Business Enterprises Officer prior to any changes being made. In addition, Contractor shall notify the Dallas County Office of Small Business Enterprises if the percentage of Plan Participation declines or falls below the level of participation represented in this Agreement. Contractor shall promptly notify the Dallas County Office of Small Business Enterprises within ten (10) days and obtain a listing of other certified Small Business Enterprise (SBE) firms to meet the commitment amount.

10. ASSURANCES

10.1 Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

10.2 Contractor assures that neither it nor its employees, volunteers, agents or officers shall receive personal benefits, commission, consideration, or gains in performance of the work or services outlined in this Agreement. Furthermore, Contractor agrees to disclose prior to commencement of a particular assignment any material or financial interests that it or a third party may have in the work or services required under this Agreement.

10.3 Contractor assures that funds received pursuant to this Agreement will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract.

10.4 Contractor shall pay all subcontractors and consultant in a timely manner. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Agreement, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Agreement.

10.5 Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any child support obligation that renders him/her ineligible to receive payment under the terms of this Agreement. Contractor hereby acknowledges that this Agreement may be terminated and payment may be withheld if this Certification is inaccurate.

10.6 Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency.

10.7 **Best Efforts to Minimize Costs to County:** Contractor shall use its best efforts to complete each assigned task in as economical a manner as possible and to minimize any charges incurred in connection therewith to the maximum extent possible, consistent with Contractor's other obligations under this Agreement.

10.8 **Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Contractor in default and material breach of this Agreement and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.**

10.9 **Governmental Consent:** Contractor warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Agreement.

10.10 **Corporate Good Standing:** Contractor represents and warrants that it: (i) is a corporation duly incorporated, validly existing and in good standing; (ii) has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (iii) is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on Contractor's ability to fulfill its obligations hereunder.

11. CONTRACTOR'S PROFESSIONAL WARRANTIES

11.1 **No Actions, Suits, or Proceedings:** Contractor warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Contractor's ability to fulfill its obligations under this Agreement. Contractor further warrants that it will notify County immediately if Contractor becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect on Contractor's ability to fulfill the obligations under this Agreement.

11.2 **Warranty of Contractor's Capability:** Contractor warrants that it is financially capable of fulfilling all requirements of this Agreement and that Contractor is a validly organized entity that has the authority to enter into this Contract. Contractor warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Agreement.

11.3 **Professional Quality:** Contractor warrants to County that all materials, work, and services will be of professional quality conforming to generally accepted practices, and that all work and services provided under this Agreement will be performed in a manner consistent with that degree of care, qualification and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such work or services, then Contractor will perform all services in a good and professional manner that meets County's goals and objectives as stated herein as well as otherwise adds value to or improves the performance of County's expectations, objectives, and purposes as stated in this Agreement. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty extends for ninety (90) business days past termination or expiration of this Agreement. This warranty is limited to rework of the unsatisfactory service or product without change to the original specifications and without regard to the amount of the effort expended on the original service or work product.

11.4 **Collusion:** Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in conjunction with the competitive bidding process for this Agreement

or this Agreement itself.

11.5 Sectarian Activity: Contractor expressly warrants and certifies that no funds under this Agreement are used either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

12. REPORTING

12.1 Reporting. Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation or termination of this Agreement with no obligation to pay for undocumented work or services, or both.

12.2 Access to Records. Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Dallas County, Texas within a reasonable time.

12.3 Ownership. Contractor agrees that all information, findings, reports, data, and supporting documentation that relates to the work or services provided hereunder shall remain the property of County.

12.4 Adequacy of Records. If the Contractor's books, records, and other documents relevant to this Agreement are not sufficient to support and document that allowable work or services were provided to County, Contractor shall reimburse County for the services not so adequately supported and documented. If any audit reveals any material deviation from this Agreement and specification requirements, any misrepresentation, or any overcharge to the County, the County will be entitled to recover damages, as well as the cost of the audit.

12.5 Audit. The Dallas County Auditor, its assigns, a Federal agency, a State agency, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County, Texas at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, Contractor shall make all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.

12.6 Availability and Retention of Records. All financial books, records, statistical and management books and records pertaining to the work or services delivered and all financial books, records, statistical and management books and records shall be available for examination and audit by County, Federal, State or the County's duly authorized representatives for a period of not less than four (4) years after final payment of the Contractor's fee expenses under the Agreement or until all pending County, State, and Federal audits are completed, whichever is later. All records related to this Agreement must be kept in a single location, either at Contractor's principle place of business or its place of business where the work or services are performed.

13. CONFIDENTIALITY AND OPEN RECORDS ACT

13.1 Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the work or services under this Agreement, unless authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable, for the work and services performed for County under this Agreement.

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

13.3 To the extent permitted by the Public Information Act, the Parties agree to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other party, or any information related to this Agreement, other than performing each party's obligations under this Agreement. However, this the Parties expressly agree that this Agreement and all its incorporated attachments and exhibits shall be public information.

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

14. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY AND THE CITY OF DALLAS, AS A NAMED THIRD-PARTY BENEFICIARY OF THE CONTRACT, AND ALL OF THEIR ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR CONTRACTOR'S PERFORMANCE OF THE WORK, SERVICES, OR OTHER ACTIVITIES OF CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY AND THE CITY OF DALLAS, AND ALL OF THEIR ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE

CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF COUNTY AND CONTRACTOR THAT IN SUCH EVENT THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSUMPTION OF LIABILITIES AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT SHALL INDEFINITELY SURVIVE ANY EXPIRATION, COMPLETION, OR TERMINATION OF THIS AGREEMENT. IN THE EVENT CONTRACTOR AND COUNTY OR CITY OF DALLAS ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COUNTY AND TO THE CITY OF DALLAS UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

APPROVAL AND ACCEPTANCE OF CONTRACTOR'S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES PERFORMED BY CONTRACTOR IN THIS REGARD. CONTRACTOR SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS, OR OMISSIONS.

NO INDEMNIFICATION BY COUNTY OR CITY OF DALLAS: CONTRACTOR ACKNOWLEDGES AND AGREES THAT COUNTY AND THE CITY OF DALLAS DO NOT HAVE THE ABILITY UNDER ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION TO INDEMNIFY CONTRACTOR OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THIS AGREEMENT.

SURVIVAL: THESE PROVISIONS SHALL SURVIVE COMPLETION, SUSPENSION, TERMINATION, EXPIRATION OR CANCELLATION OF THIS AGREEMENT, OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID OR UNENFORCEABLE.

15. INSURANCE

15.1 Without limiting any of the other obligations or liabilities, Contractor at its own expense shall purchase and maintain the minimum insurance and limits and shall likewise ensure that all of its consultants, subcontractors and their sub-subcontractors (collectively known as "Contractor") purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement, whether such operations are carried out by the Contractor, by any consultant, subcontractor, or by anyone directly or indirectly employed by Contractor or any subcontractor, or by anyone for whose acts any of them may be liable. Contractor is solely responsible for payment of all deductibles and retentions associated with the claims filed. Contractor agrees that the insurance requirements specified herein do not reduce the liability Contractor has assumed in any indemnification or hold harmless section of this Agreement.

15.2 As a condition precedent to commencement of any work or services, within ten (10) calendar days after the Effective Date of the Agreement, Contractor shall furnish, to the Dallas County Purchasing Agent (at the same address given below under this Insurance heading) the following minimum insurance coverage that show County as the certificate holder and covers the period of the Term of this Agreement and any renewals:

15.2.1 Workers' Compensation Insurance: That meets the statutory requirements of the Texas Workers' Compensation Act, or if self-insured, then Contractor must provide to County evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance. If Contractor has no employee (as defined by the Texas Workers' Compensation Act), Contractor shall provide County with a sworn Affidavit stating that there is no employee in lieu of a Certificate of Insurance. In the event that any work is sublet, Contractor shall require the subcontractors to similarly provide Workers' Compensation Insurance for all of the subcontractors' employees unless such employees are afforded protection by Contractor. Contractor shall bear the burden of all workers compensation coverage for all of its subcontractors and the subcontractors' employees who do not have workers' compensation coverage. Contractor also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self-insurance, with the Texas Workers' Compensation Commission. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

<u>Types of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation – Coverage A	Statutory
Employer's Liability - Coverage B	Policy Limit of not less than \$500,000 per accident for bodily injury or disease 500,000/500,000/500,000

15.2.2 Commercial General Liability Insurance: Contractor shall maintain Commercial General Liability or Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) Insurance coverage for the following: (a) Premises Operations; (b) Independent Contractors or Contractors; (c) Products and Completed Operations; (d) Personal injury; (e) Contractual Liability; (f) 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).

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County.

15.2.3 Automobile Liability Insurance: Contractor shall maintain Automobile Liability Insurance with a limit of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) each person and One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) each accident for bodily injury and Five Hundred Thousand and 00/100 Dollars (\$500,000.00) each occurrence for property damage for a combined single limit for bodily injury and property damage liability of not less than Two Million and 00/100 Dollars (\$2,000,000.00). The policy shall include coverage for bodily injury and broad form property damage, with respect to the Contractor's owned, hired and non-owned vehicles assigned or used in performance of the Agreement.

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County.

15.2.4 Professional Liability or Errors and Omissions Insurance: Contractor shall maintain professional liability or errors and omission insurance coverage at minimum limits as indicated below, for itself, and its employees and agents to include coverage for acts, errors and/or omissions related to the rendering or failure to render such professional services. When the policy is renewed or replaced, the policy retroactive date must coincide with, or precede commencement of services by Contractor under this Agreement. A claims-made policy that is replaced or not renewed must have an extended reporting period of at least three (3) years. Policy Limits: not less than One Million and No/100 Dollars (\$1,000,000) per occurrence or claim. "Tail" coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the contract for a duration of five years. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for five years following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep coverage in effect for a duration of not less than five years from the end of the Agreement.

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

15.3.1 Except Workers Compensation, 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.

15.3.2 Thirty (30) days' notice to the County for cancellation, non-renewal or material change.

15.3.3 Provide for endorsement that the "other insurance" clause shall not apply to Dallas County where County is the additional insured on the policy

15.3.4 Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.

15.3.5 Approval and acceptance of Contractor's services 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; 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.

15.3.6 Contractor shall provide that all provisions of this Agreement concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

15.3.7 Contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.

Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Dallas County or City of Dallas premises.

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of this Agreement, or cancellation of this Agreement or both (Court Order 2003-1792, September 30, 2003).

15.4 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 (Request for Proposal 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 Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: **Dallas County Purchasing Agent located at 900 Jackson Street, 6th Floor, Suite 680, Dallas, Texas 75202** within ten (10) calendar days of execution or renewal of this Agreement and upon renewals or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.

15.5 All insurance required to be carried by Contractor or subcontractors under this 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.

15.6 Minimum insurance is a condition precedent to any work or services performed under this Agreement and for the entire Term of this Agreement, including any renewal or extension. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:

15.6.1 Order Contractor to stop work hereunder, which shall not constitute a Suspension of Work and Services;

15.6.2 Withhold any payment(s) that become due to Contractor until Contractor demonstrates compliance with the requirements and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;

15.6.3 At its sole discretion, declare a material breach of this Agreement, which, at County's discretion, may result in:

15.6.3.1 Termination of this Agreement

15.6.3.2 Demand on any bond, as applicable;

15.6.3.3 The right of the County to complete this Agreement by contracting with the "next low proposal." Contractor will be fully liable for the difference between the original Agreement price and the actual price paid, which amount is payable to County by Contractor on demand; or

15.6.3.4 Obtain such insurance and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor nor any third party shall have any recourse against the County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of Contractor; and

15.6.3.5 Obtain such insurance and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor nor any third party shall have any recourse against County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Contractor; and

15.6.3.6 Any combination of the above

15.6.4 Any combination of the above in Section 15.6.

15.7 Contractor shall promptly advise County in writing of any claim or demand, against County or Contractor, known to Contractor related to or arising out of Contractor's activities under this Agreement.

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

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

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

15.11 Survival: The provisions of this Section shall survive completion, suspension, termination or expiration of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

15.12 Insurance Lapse: Pursuant to Section 94.73 of the Dallas County Code, in the event Contractor fails to maintain insurance as required by this Agreement, Contractor shall immediately cure such lapse in insurance coverage at Contractor's sole expense, and pay County in full for all costs and expenses incurred by County under this Agreement as a result of such failure to maintain insurance by Contractor, 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 One Thousand Five Hundred Dollars and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Contractor by County. Moreover, the County shall retain five percent (5%) of the value of the Agreement that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the Term of the Agreement has ended or has otherwise been terminated, cancelled, or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.

15.12.1 **CONTRACTOR FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO CONTRACTOR'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THE AGREEMENT.** Contractor after proper notice, at its own expense with legal counsel of County's choice, will defend and hold County harmless in any claim or action against County that occurred as a direct or indirect result of Contractor's failure to maintain insurance at all times during the Term of the Agreement. Without waiving any rights under Sovereign Immunity, the County shall cooperate with and may monitor Contractor in the defense of any claim, action, or proceeding and will, if appropriate, make employees available as Contractor may reasonably request with regard to such defense, subject to the reimbursement by Contractor of all costs and expenses occasioned by the County's cooperation in such defense. Contractor agrees not to settle any such claim without the County's consent, which consent will not be unreasonably withheld or delayed.

16. TERMINATION

The Parties may terminate this Agreement for the following:

16.1 Termination for Convenience: County may terminate the Agreement for convenience after the first anniversary of the execution of this Agreement. County shall exercise its termination option by delivering to Contractor written notice of such termination identifying the termination date, which shall be at least thirty (30) days after the date of such notice. In connection with any such termination County shall have no liability to Contractor for amounts in excess of the normal charges through the date of termination. After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall: (i) Stop work under this Agreement not less than thirty (30) days from the date of the County's notice of termination to the extent specified in such notice, and (ii) complete performance of such part of the work and services as shall not have been terminated by such notice.

If County determines that Contractor's actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement immediately without penalty upon issuing either oral or written notice to Contractor and without opportunity to cure. In no event shall County be liable for costs incurred by Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor for use by County under this Agreement shall become the property of County and shall be promptly delivered to County within ten (10) days.

16.2 Termination for Insolvency: County shall have the option to terminate this Agreement in its entirety if Contractor: (i) becomes insolvent or is unable to meet its debts as they mature; (ii) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (iii) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy or reorganization; (iv) is adjudicated bankrupt or shall make an assignment for the benefit of its creditors generally; (v) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property any such receiver or trustee appointed is not discharged within thirty (30) days after date of such appointment.

16.3 Termination for Default or Non-Performance: County shall have the option to terminate this Agreement, for cause: (i) for a material breach or non-performance of this Agreement by Contractor that is not cured by Contractor within ten (10) days of the date on which County provides written notice of breach; (ii) for a material breach of this Agreement by Contractor that is not reasonably subject to cure within ten (10) days after its occurrence; or (iii) if it is determined by County, that there exists a plurality of non-material breaches by Contractor that have a material adverse impact on the work or services provided under this Agreement. In the event that County terminates this Agreement in whole or in part as provided herein, the County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. If a failure described in this Section 16.3 is not cured to the County's satisfaction within ten (10) days from the time of receipt of such notice as described in this Section 16.3, the County shall have the right to terminate immediately without the requirement of further notice. If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause in Section 16.1 above and the rights and obligations of the Parties would be in accordance with that provision.

16.3.1 In the event this Agreement is prematurely terminated due to breach, non-performance or withdrawal by the Contractor, County reserves the right to seek monetary restitution (to include but not

limited to; withholding of monies owed) from the Contractor to cover costs for interim services or to cover the difference of a higher cost (difference between termination Contractor's rate and new company's rate) beginning from the date of Contractor's termination through the Agreement expiration date. In the event civil suit is filed to enforce this provision, County will seek its attorney's fees and cost of suit from the Contractor. In addition and as authorized by Commissioners Court, vendors terminated for non-performance will be disbarred from award consideration on future County solicitation for a minimum period of thirteen (13) months.

16.3.2 Notice and Right to Cure. If the Contractor breaches the Agreement, and the County in its sole discretion determines that the breach is curable, then the County will provide the Contractor with written notice of the breach and a time period (not less than 10 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

16.4 Termination for Lack of Funding. In the event that funds, in whole or in part, are not available to begin or to continue this Agreement at the level of services specified, the County may immediately terminate or amend this Agreement. The County shall not be obligated to pay for any services rendered after the Contractor has received written notice of termination pursuant to this section.

17. NOTICES

Any and all notices, correspondence, requests demands and other communications contemplated, called for, permitted, or required to be given under this Agreement shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in compliance with this Section.

Contractor: Alpha Business Images, LLC
400 N St. Paul, Suite 300
Dallas, Texas 75201

Dallas County: Charles Reed
Assistant County Administrator for Governmental Affairs
411 Elm Street, Room 311
Dallas, Texas 75202

w/copies to: Michael Frosch
Director of Purchasing
Dallas County Purchasing Department
900 Jackson Street, 6th Floor, Suite 680
Dallas, Texas 75202

Chong Choe
Assistant District Attorney
Dallas County District Attorney's Office – Civil Division
Administration Building
411 Elm Street, 5th Floor
Dallas, Texas 75202

18. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

19. SOVEREIGN IMMUNITY

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

20. AMENDMENTS

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto and approved by Dallas County Commissioners Court.

21. GOVERNING LAW AND VENUE

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the federal and state courts physically located in Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

22. COMPLIANCE WITH LAWS

In providing work and services required by this Agreement, Contractor must observe and comply with all applicable federal, State, and local statutes, ordinances, rules, regulations, licenses, legal certifications, or inspections required for the work or services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations.

23. CHANGE IN THE LAW

Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

24. PERMITS AND LICENSES

Contractor shall secure and pay for all fees for all necessary statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations that are required in order to perform the work or services stated in Agreement. Contractor shall maintain these licenses and permits in effect for the Term of this Agreement and any renewals. Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

25. WAIVER

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

26. DEFAULT, CUMULATIVE RIGHTS, AND 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 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 at law or in equity. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Parties have a duty to mitigate damages.

27. INDEPENDENT CONTRACTOR

Contractor, including its agents or employees, agree Contractor is an independent contractor and not an agent, servant, joint enterpriser, joint venture or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work and services covered under this Agreement.

28. SUBCONTRACTING

Contractor may not enter into agreements with subcontractors or consultants for delivery of the designated work and services outlined in this Agreement without prior written consent of the County, which consent shall not be unreasonably withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts or Consulting agreements, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that Contractor is solely responsible to County for the performance of this Agreement. Contractor shall pay all subcontractors and consultants in a timely manner. County shall have the right to prohibit Contractor from using any subcontractor or consultant.

29. ASSIGNMENT

Contractor assures that it will not transfer or assign its interest in this Agreement without prior written consent of County. Contractor understands that in the event that all or substantially all of Contractor's assets are acquired by another entity, Contractor is still obligated to fulfill the terms and conditions of this Agreement. County approval to transfer or assign Contractor's interest in this Agreement to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the Dallas County Commissioners Court.

30. THIRD PARTIES

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity other than the City of Dallas shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement. The City of Dallas is a third-party beneficiary and has all rights to enforce the obligations created and established under this Agreement.

31. CONFLICT OF INTEREST

No County official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this Section, with knowledge, 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.

32. ANTI-KICKBACK

Contractor hereby certifies that it will comply with all applicable "Anti-Kickback" Laws (including (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3), and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

33. PROHIBITION ON POLITICAL ACTIVITY

None of the funds provided under this Agreement shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent the Parties' compliance with the Texas Public Information Act. No funds provided under this Agreement may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States. None of the funds provided under this Agreement shall be paid to any official or employee who violates any of the provisions of this Section.

34. FORCE MAJEURE

Neither Party hereto shall be held responsible for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

35. FAIR LABOR STANDARDS

CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS AGENTS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, INCLUDING, BUT NOT LIMITED TO, WAGES, OVERTIME PAY, LIQUIDATED DAMAGES, PENALTIES, COURT COSTS, AND ATTORNEYS' FEES ARISING UNDER ANY WAGE AND HOUR LAW, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL FAIR LABOR

STANDARDS ACT, FOR WORK PERFORMED BY CONTRACTOR'S EMPLOYEES FOR WHICH THE COUNTY MAY BE FOUND JOINTLY OR SOLELY LIABLE.

36. TITLE VI ASSUARANCES AND COMPLIANCE

Contractor agrees to comply with its Title VI assurances contained in Appendix A of its RFP response which is attached as Exhibit C to this Agreement.

37. TAXES

The County, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Texas Tax Code § 151.309, and shall therefore not be liable or responsible to Contractor for the payment of such taxes under this Agreement. The fees paid to Contractor pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable Effective Date of this Agreement and based upon or measured by Contractor's cost in acquiring or providing products or services and related materials and supplies furnished or used by Contractor in performing its obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by Contractor. Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by Contractor for work performed under the terms of this Agreement **AND AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY FROM ANY SUCH CONTRIBUTION OR TAXES OR LIABILITY.**

38. AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS

Contractor agrees, represents, and warrants it currently has the legal authority to transact business in the State of Texas as a domestic limited liability company. Contractor shall maintain the legal authority to transact business in the State of Texas for the Term of this Agreement. Contractor shall provide proof of Contractor's current registration status from the Texas Secretary of State and the Comptroller for the State of Texas.

39. FISCAL FUNDING/NON-APPROPRIATION CLAUSE

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Contractor shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding or non-appropriation for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, non-appropriation or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Contractor at the earliest possible time pursuant to Section 16 above.

40. FEDERAL FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or the federal government, Contractor agrees to timely comply, without additional cost or expense to County, unless otherwise specified herein, with any applicable statute, rule, regulation, grant, contract provision or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the work or services rendered under the terms of this Agreement.

41. PREVENTION OF FRAUD AND ABUSE

Contractor shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving Contractor's employees or agents shall be reported immediately to the County by Contractor. Moreover, Contractor warrants to be not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Contractor and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Contractor shall, upon notice by County, refund expenditures of the Contractor that are contrary to this Agreement and deemed inappropriate by the County.

42. OWNERSHIP OF DOCUMENTS

Contractor agrees that all findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors for use by County in the course of performance of this Agreement, shall be and remain the sole property of County without restriction, reservation or qualification. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other project related items as requested by County or its authorized representative, at no additional cost to the County. Contractor may retain copies necessary for record keeping, documentation and all such other business purposes related to the Agreement.

43. TRANSITION SERVICES REQUIRED OF CONTRACTOR

Upon notice of termination or expiration of this Agreement, the County shall immediately have the right to audit any and all records of Contractor relating to this Agreement. Moreover, upon the termination or expiration date of this Agreement, Contractor agrees to transition the services provided herein in a cooperative manner and provide anything requested from the County at no additional cost, including, but not limited to the following, upon date of termination or expiration: (i) All contract and services documentation, including all records, books and data reasonably related to this Agreement, maintained in accordance with Section 12 (Reporting) of this Agreement and identified in a complete, neat and orderly manner; (ii) A good faith pledge to cooperate with County upon transition of services to another contractor or County department providing the same or similar services; (iii) Records, books and data, including electronic data, in a format compatible within County's information technology capabilities, or in a format compatible with a succeeding contractor's information technology capabilities, as determined by County; (iv) Final accounting of all income derived from the Agreement; (v) Downloading and removal of all County information from Contractor's equipment and software; and (vi) Removal of Contractor's services without degradation or other adverse effect on County's system. This provision shall survive termination or cancellation of this Agreement.

44. USE OF AGREEMENT BY OTHER POLITICAL JURISDICTIONS

In accordance with Article 791.025 of the Texas Government Code, governmental agencies (local, state) may request to utilize the County's contract by executing an interlocal agreement with County to do so. Contractor agrees this Agreement may be extended, with the authorization of the Contractor, to others. If any other jurisdiction or political jurisdictions is authorized, their ordering of services or goods shall be at the prices, terms and conditions as this Agreement. The Contractor must deal directly with that jurisdiction or political subdivision concerning the placement of orders, services, issuance of purchase orders, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on this Agreement. Each participating

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

THE COUNTY IS INDEMNIFIED AGAINST ANY AND ALL CLAIMS THAT MAY ARISE FROM INTERLOCAL AGREEMENTS ENTERED INTO BY THE CONTRACTOR AND BY ANOTHER JURISDICTION AS A RESULT OF ANY AWARD EXTENDED TO THAT JURISDICTION OR POLITICAL SUBDIVISION BY CONTRACTOR.

45. NO BOYCOTT OF ISRAEL

Pursuant to Section 2270.002 of the Texas Government Code, Contractor verifies that it:

- a) Does not boycott Israel; and
- b) Will not boycott Israel during the term of this Agreement.

46. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

47. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental amendment to the agreement, approved by the Dallas County Commissioners Court.

48. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and County and will constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions and Exhibits will be binding upon the Parties and may not be waived, modified, amended, or altered except by a writing signed by both Contractor and County with formal approval by the Dallas County Commissioners Court.

49. BINDING EFFECT

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

50. SIGNATORY WARRANTY

The person or persons signing and executing this Agreement on behalf of Contractor, or representing themselves as signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he, she, or they have been duly authorized by Contractor to execute this Agreement on behalf of Contractor and to validly

and legally bind Contractor to all terms, conditions and provisions herein set forth.


51. ACCEPTANCES

By their signatures below, the duly authorized representatives of County and Contractor accept the terms of this Agreement in full.


(Signatures begin on next page)

EXECUTED THIS _____ DAY OF _____ 2020.

DALLAS COUNTY

By: 
Clay Lewis Jenkins
Dallas County Judge

Alpha Business Images, LLC


By: 
Sophia Johnson
President

Recommended:

By: 
Charles Reed
Assistant County Administrator for Governmental Affairs

APPROVED AS TO FORM*:

JOHN CREUZOT
DISTRICT ATTORNEY


By: Chong Choe
Assistant District Attorney

* BY LAW, THE DALLAS COUNTY DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A CONTRACT OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

EXHIBIT A
Cost and Other Fees Price Schedule

Alpha Business Images, LLC ("ABI")
RFP No. 2019-074-6838

Grand Total (not to exceed): \$1,932,676.36

TASK	DESCRIPTION	TOTAL PRICE
Task 1	Census Campaign Strategy Management and Oversight	\$266,838.55
	Advise on the existing City of Dallas plan to implement across Dallas County and oversee the implementation to achieve the County's census goals	\$ 18,958.33
	Implement HTC efforts across Dallas County in order to successfully achieve the County's census goals	\$ 78,541.67
	Serve as a member of the City of Dallas' Complete Count Committee	\$ 4,739.58
	Build on past public outreach campaign and best practices, and evaluate implemented activities	\$ 49,765.63
	Continuously make recommendation and adjustments to the overall plan by incorporating data published by the census on response rates by census tract and block group	\$ 54,640.63
	Collaborate with the County and various census programs, projects, and services to ensure that activities are aligned with established priorities and are not duplicative of other Federal, State or local efforts	\$ 34,192.71
	Provide strategic insight to identify relationship-building opportunities that promote the benefits of filling out the census	\$ 26,000.00
Task 2	Census Data -- Analysis, Mapping, and Reporting	\$457,606.26
	Generate and analyze factual census data for use in campaign development and messaging	\$58,500.00
	Analyze and visually present countywide data to provide demographic, socio-economic profiles and marketing insight of selected populations for campaign development (Task 3)	\$68,554.69
	Monitor and provide data reports and mapping of Census form response rates by census tract and block group, Commissioner Precinct, and countywide as the U.S. Census Bureau releases such data	\$51,796.88
	Create statistical and predictive modeling and index scores, targeted to the individual and household level, to inform messaging and community-based engagement	\$36,562.50

Work with County to geo-code targeted areas	\$10,664.06
Report on the final results of the census and the County's goal to increase response rates	\$21,328.13
Conduct (4) discussion groups to test and strengthen marketing messages	\$30,200.00
Predictive Map Augmentation	\$180,000.00

Task 3 Census Messaging and Marketing TOTAL PRICE \$590,088.57

Develop a hyperlocal marketing campaign that will reach residents of Dallas County at all socio-economic levels and convince them to complete the census forms within the time required by the U.S. Census Bureau (This includes non-English media)	\$21,328.13
Develop marketing messages that account for populations with different language, access, and cultural needs	\$90,864.58
Generate opportunities and messages (including non-English) for the members of Commissioners Court to discuss the census on local programming (radio and television) and through digital media	\$57,890.63
Ensure messaging and resources are developed and provided for persons with disabilities to participate in the census	\$44,348.96
Coordinate with the U.S. Census Bureau to verify and ensure appropriate placement of media and advertising campaign material via mass distribution at festivals, large community events, and sporting events	\$78,880.21
Review ad buy commitments, advise on media buys and implement County's census campaign through traditional influencers, traditional media and digital media	\$35,546.88
Manage outreach to our network of local media contacts to promote Dallas County's census campaign	\$39,473.96
Provide create direction (flyers, posters, booths, etc.) for distribution of U.S. Census Bureau materials at public spaces, local community events, and block walks	\$11,848.96
Provide training models and trainers to communicate census message delivery and outreach for county employees, and community volunteers who will be working community events and canvassing	\$92,421.88
Develop a marketing blueprint with incentive strategies for Countywide weekend Census participation events to engage residents of hard to count areas	\$45,364.58

	Continuously develop areas of opportunity for additional outreach efforts to address hard to count populations who have not yet responded to the census	\$31,484.38
	Create and maintain a calendar of events, trainings, and outreach identified in each city, to disseminate to the County, and area cities	\$19,635.42
	Influencer budget	\$21,000.00
Task 4	Community-based engagement	\$618,142.98
	Cross-reference partnerships and relationships unique to ABI with existing partnerships already developed by the City of Dallas, other cities in Dallas County, and the Census Bureau, and serve as conduit for coordination so as not to duplicate effort	\$7,475.16
	Implement best practices on community engagement that can be utilized by volunteer members of the City of Dallas Complete Count Committee and the County	\$59,801.32
	Provide strategic insight to identify additional relationship-building opportunities at the community and local level that promote the census	\$22,425.49
	Collaborate with the CCC and other organizations to identify target-audience community volunteers for census activities	\$7,475.16
	Develop and/or manage a web-based information system/platform for community-based organizations, non-profits, service providers and governmental entity to exchange information, data, and tasks including use of data tools and warehouse in Task 2	\$11,224.02
	Recruit volunteers, paid canvasser, manage field operations and host trainings on census outreach	\$67,235.08
	Manage communications, community, and grassroots engagement activities in targeted communities based on information from Task 2 - Census Data and other data inputs	\$7,475.16
	Assist in coordinating and hosting events in local areas to promote the census	\$7,475.16
	Participate in scheduled community activities to rally support for the Census	\$25,392.56
	Organize door-to-door block walks and canvassing in hard and hardest-to-count communities / Work with local organizations serving the homeless by contributing to the planning of the homeless count	\$402,163.87

EXHIBIT B

TITLE VI ASSURANCES/COMPLIANCE -- APPENDIX A

A. Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: a. withholding payments to the contractor under the contract until the contractor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

C. Representations and Warranties

The Contractor also makes the following representations and warranties to Dallas County:

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are there any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

D. Title VI Complaints

Any person who, based on race, religion, color, national origin, sex, age, or disability believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by Dallas County or its sub-recipients, consultants and contractors may bring forth a discrimination complaint under Title VI. Only complaints based on the complainant's protected status will be considered under Title VI. The complainant may file a signed, written complaint up to **180 calendar days** from the date of the alleged act of discrimination or the date the person(s) became aware of the alleged act(s) of discrimination. Complaints must be filed in writing, signed by the complainant and/or the complainant's representative, or filed in person with the Dallas County Title VI Coordinator at the following address:

Dallas County Human Resources
Dallas County Director of Human Resources and Title VI Coordinator
Renaissance Tower, Floor 23
1201 Elm St., Ste. 2300-B
Dallas, Texas 75270
(214) 653-7638 (phone)
(214) 653-7608 (fax)

A copy of the Dallas County Title VI Non Discrimination Plan and Documents, and complaint forms, may be obtained at: http://www.dallascounty.org/departments/HR/title_vi.php or at the physical address listed above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
Civil Rights Division
Federal Coordination and Compliance Section, NWB
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530

1-888-848-5306


More information on Title VI is available from the Justice Department online at www.justice.gov.

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the US Department of Transportation, the US Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

E. Enforcement

The contractor affirmatively acknowledges that it will be subject to Title VI, the implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

CONTRACTOR'S FULL NAME: Alpha Business Images, LLC


Signature, Authorized Representative of Contractor

10.23.19
Date

Vice President
Title

Updated Jan 2018

EXHIBIT C

SBE Participation Plan



SMALL BUSINESS UTILIZATION AFFIDAVIT

It is the policy of Dallas County to involve qualified Small Business Enterprises (SBEs) to the greatest extent feasible on County's construction, procurement and professional services contracts. The County and its contractors shall not discriminate on the basis of race, age, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, Dallas County has adopted the Small Business Enterprise Policy for all County contracts.

Small Business Enterprise Participation Goals

The solicitation bidding plan establishes subcontracting goals and requirements for all prospective bidders to ensure reasonable degree of SBE meaningful business utilization and participation in County contracts. It is the goal of Dallas County that a certain percentage of work under each contract be executed by one or more SBEs. For the purposes of participation percentages, Dallas County does not include amounts paid to the prime by the sub-contractor.

The apparent proposer shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include SBEs in subcontracting opportunities. The apparent proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from SBEs may be denied award of the contract by Dallas County based on the contractor's failure to be "responsive" or "responsible" bidder.

By signing below, I agree to provide Dallas County, Small Business Enterprise Department a completed copy of all required forms. I understand that, for the purpose of SBE subcontracting participation, any amounts paid to the prime from the sub-contractor should not be included in the above listed participation amount. Finally, I understand that if I fail to provide all of the required documents within five (5) business days after notification, my bid may be deemed "non-responsive" and I may be denied award of the contract.

BID Number: 2019-074-6838 Company Name: Alpha Business Images, LLC

Dawn Mann 10.23.19
Typed or Printed Name of Certifying Official of Company Date

Dawn Mann Vice President
Signature of Certifying Official of Company Title



**DALLAS COUNTY
GOOD FAITH EFFORT PLAN**

Project Name: 2020 Census Participation Initiative for Dallas County BID #: 2019-074-6838

Firm Name: Dawn Mann City: Dallas State: TX Zip: 75201

Address: 2030 Main Street, Suite 410 Phone#: 972-716-0070 Email Address: dmann@alphabusinessimages.com

Contact Person: Dawn Mann Yes No SBE Certification#: 1200874313500

Is You Firm Certified: No WBC-Southwest DFW Minority Supplier Development X

Certifying Agency: NCTRCA Name of staff member: _____

1. Did you meet with a staff member from the Small Business Enterprise Department?
YES NO Name of staff member: _____
2. Did you utilize a current Dallas County SBE vendor list for this project?
YES NO Date of Listing: _____
3. Did you provide plans and specifications, bids or proposals to potential SBEs or information regarding the location of plans and specifications, bids, or proposals for this project?
YES NO
4. If SBE bids and proposals were received and rejected, you must attach documentation of the received bid and the reason for rejections? (i.e. letters, memos, telephone calls, meeting, etc.)
5. Complete the attached Documentation Form (s) to further explain good faith efforts to obtain SBE participation on this project. If there is written documentation of efforts with SBEs who responded affirmatively to the bidder's written notice please attach documentation (i.e. quotes, or e-mails).



**DALLAS COUNTY
GOOD FAITH EFFORT PLAN**

Project Name: 2020 Census Participation Initiative for Dallas County BID #: 2019-074-6838

Firm Name & SBE Certification #	Person Contacted & Date	Address	Telephone# & Email Address	Types of Work	Ethnicity/ Gender	Local or Non-Local
MRR & Associates: DL02323	Minerva Rodriguez: 9.24.19	2030 Main Street, Suite 450 Dallas, TX 75201	214-632-9035 minerva@mirrpr.com	Public Relations Media Relations	Hispanic / Female	Local
JBI Management: DL01717	Willis Johnson: 9.24.19	1700 Pacific Ave, Suite 2600 Dallas, TX 75202	214-565-2020 willis@jbi-management.com	Strategic planning with community outreach	African American / Male	Local
Rincón & Associates: HMMB48921N1220	Edward T. Rincón: 9.24.19	6060 N. Central Expressway, Suite 500 Dallas, Texas 75206	214-750-9800 edward@rincomasocc.com	Data Analysis	Hispanic/ Male	Local

Please use the form(s) below if additional space is needed. Intentional misrepresentation could result in criminal prosecution.

Officer's Signature: *Dawn Mann* Title: Vice President Date: 10.23.19
 Printed Name: Dawn Mann Date: 10/23/19

EXHIBIT D

RFP No. 2019-074-6838

EXHIBIT E

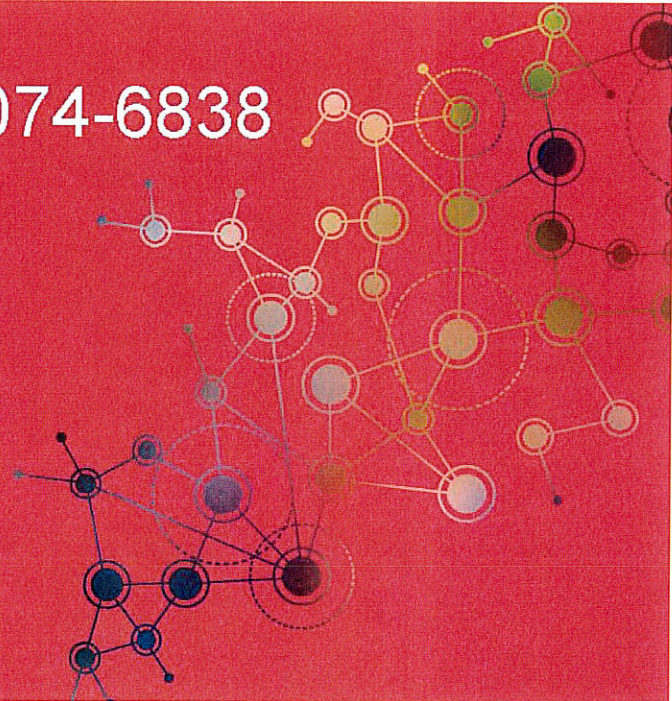
Alpha Business Images, LLC's Response to the RFP

EXHIBIT F

Alpha Business Images, LLC's Response to Initial Questions

RFP No. 2019-074-6838

Follow up questions



QUESTION 1

When have they acted as a prime? Provide specific examples.

PRIME CONTRACTOR EXAMPLES

- + DFW Airport – Prime Contractor/Advertising Agency of Record
Scope of Work: Strategy, Planning, Marketing, Creative Concepts, Media Buying for Traditional and Digital platforms, Exhibits, Print, Audio and Video Production, Web Design
Contract Amount: \$8mm for two years
Term: 2018 – 2020 with three 1-year options (previously prime contractor 2013 – 2018)
- + Tarrant County College District – Prime Contractor/Advertising Agency of Record
Scope of Work: Strategy, Planning, Marketing, Creative Concepts, Media Buying for Traditional and Digital platforms, Exhibits, Print, Audio and Video Production
Contract Amount: \$3mm for three years
Term: 2018 – 2021 with two 1-year options
- + Reimagine RedBird – Prime Contractor/ Marketing Agency of Record
Scope of Work: Research, Strategy, Planning, Community Outreach, Marketing, Creative Concepts, Media Buying for Traditional and Digital platforms, Print and Audio Production, Website

Additional Current Prime Contracts: Dallas ISD, Dallas Executive

QUESTION 2

Who is the project lead and how would you define the role?

QUESTION 3 (cont.)

Tell us how your data analytics interacts with the Census data, specifically live Census data as enumeration occurs.

PROJECT LEAD

SOPHIA JOHNSON, President, ABI

Duties Include:

- Primary Point of Contact for Dallas County/City of Dallas and additional municipalities
- Lead Campaign Strategy
- Lead Prime Contractor Staff
- Executive Manager of Sub-Contractor Roles, Duties and Accountability
- Lead for Status Meetings including Reporting Documents

Sophia will lead the Tasks 1 – 4 Team Leaders: Willis Johnson, Florencia Velasco Fortner, Ed Rincón and Minerva Rodríguez.

INTERACTING WITH LIVE DATA

- Our research team will download the response rates by Census tracts into our GIS software.
- Similar to the FEMA dashboard shown on the next slide, we plan to provide a dashboard that provides summary statistics and trends for the information collected by our household interviewing team
- Once the Census Bureau releases the daily response rates to the 2020 Census by census tracts – starting in March 2020 -- the information will be integrated into our GIS system on a daily basis as well. Data will be displayed in a map format and in table format.
- Importantly, the information displayed from the local field activities will provide critical information about HTC households, such as awareness of Census 2020, attitudes about completing the questionnaire, assistance needed, and key demographics. This information will be useful in re-directing campaign resources to communities that are less engaged with the 2020 Census.
- Downloaded information will be presented in a dashboard that is shared with everyone: decision makers, field workers.
- An example of how data can be displayed in a dashboard is shown on the next two slides. The Census dashboard will be customized for Dallas County.

QUESTION 3 (cont.)

Tell us how your data analytics interacts with the Census data, specifically live Census data as enumeration occurs.

QUESTION 3 (cont.)

Tell us how your data analytics interacts with the Census data, specifically live Census data as enumeration occurs.

DASHBOARDS: USER-FRIENDLY REPORTING

Our custom data reporting solutions begin with a thorough understanding of Dallas County and City of Dallas software and hardware to ensure compatibility. Our goal is long-term use of the data for future projects. Our team uses IBM SPSS Modler which is very common with public sector entities. Our dashboards are enterprise-level and display data in easily digestible formats for ease of use. However, we can customize the user experience by including a client-preferred software program. Compatibility and sustainability prove to be an improvement for a specific project.

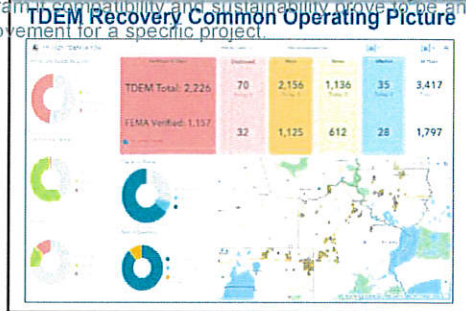


Exhibit A: Sample of custom dashboard created for a client



Exhibit B: Sample of custom dashboard created for a client

QUESTION 3 (cont.)

Tell us how your data analytics interacts with the Census data, specifically live Census data as enumeration occurs.

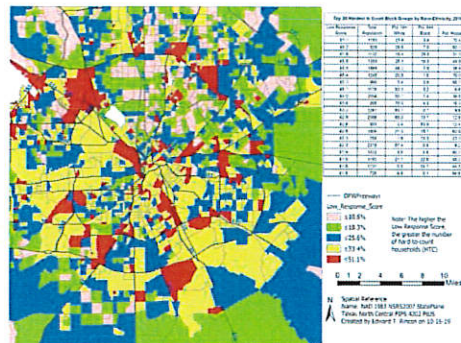
QUESTION 4

Provide an example of a real-time snap shot of a hard to count tract. Show us specifically where the hard to count people are located beyond the readily available ROAM data. How will you use that data to inform your community data engagement strategy.

An Important Caveat: While these daily response rates will be very useful in monitoring responses in census tracts, the response rates are likely to primarily capture responses completed on the Internet since that is the primary focus of the Census Bureau's data collection strategy. Hard-to-Count households are more likely to complete the Census 2020 by mail, telephone or personal interviews based on our past survey experience with culturally and linguistically-diverse residents. Thus, the daily response rates are not designed to provide a complete picture of community response rates to the Census 2020, but rather the segments that are using the Internet to complete the questionnaire.

Fortunately, our team will not be totally dependent on the daily response rates released by the Census Bureau since our household interviewing team will also be collecting information from hard-to-count household related to their awareness and engagement with the Census 2020 through our GIS tracking system.

STEP 1: ESTABLISH A BASELINE



ESTIMATED LOW RESPONSE RATES BY BLOCK GROUP, 2019

The Census has provided Census Planning Database for 2019 to compare the campaign's progress. Our goal is to reduce the low response rates (as depicted by red and yellow areas). The top 20 hard-to-count block groups in Dallas County have already been evaluated by our team using the, which represents the most current and detailed source of information for identifying HTC households.

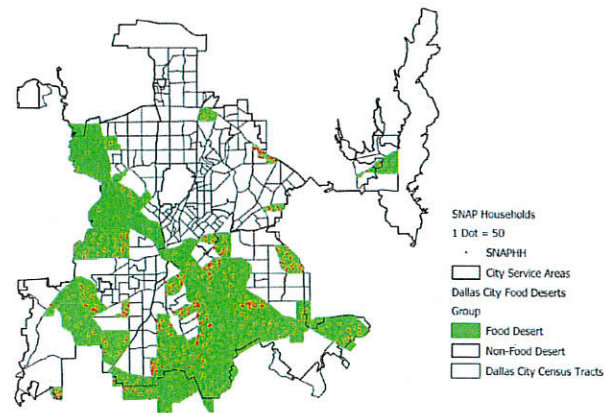
QUESTION 4 (cont.)

Provide an example of a real-time snap shot of a hard to count tract. Show us specifically where the hard to count people are located beyond the readily available ROAM data. How will you use that data to inform your community data engagement strategy.

QUESTION 4 (cont.)

Provide an example of a real-time snap shot of a hard to count tract. Show us specifically where the hard to count people are located beyond the readily available ROAM data. How will you use that data to inform your community data engagement strategy.

STEP 2: REAL TIME SNAPSHOT



Using current Census data, the map displays the number of households on food stamps that are located in food deserts defined by the Dept. of Agriculture. SNAP households located in low-income food deserts are frequently included as hard to count households.

STEP 3: INFORM COMMUNITY OUTREACH

While the Census Planning Database 2019 does not identify the household addresses of HTC households located within the targeted block groups, we will be able to identify the HTC households using the following steps:

Step 1: Using a mailing list provider that we often use for other research projects, we will obtain a current address listing of all households/apartments located inside the targeted block groups. Additional Census demographic information will be appended to this list of household addresses to identify the likely HTC households based on known characteristics – poverty, immigration, Hispanic. This strategy will allow us target the likely HTC households that will guide the work of the interviewing team.

The listing of households will be loaded into our GIS tracking system and used to monitor and guide the field operations in HTC communities. Live Census data will adjust our efforts.

Upon completion of a household visit, the interviewing team will complete a brief survey using the cell phone and app provided – explained in the following slides.



STEP 4: APP USED FOR COMMUNITY ENGAGEMENT



Rincón & Associates would develop and manage the GIS tracking system, provide training and cell phones for 10 field workers, and produce reports/maps to track the coverage of HTC households and responses to selected questions about Census engagement.

GIS CENSUS 2020 TRACKING SYSTEM Benefits: (1) Real-time monitoring of field activities, (2) maps that illustrate the coverage of HTC households, and (3) current estimates of Census 2020 engagement.

QUESTION 5

How do you specifically plan to reach the hard to count community digitally.

DIGITAL OUTREACH

Layer 1: We can reach users on any device through a number of different targeting techniques layers together. This includes: Geo-fencing, Demographic, Contextual and Behavioral and cross-device targeting. Our targeting extends to the plot which allows us to target a specific apartment complex or home.

Layer 2: We are also able to reach hard to count communities e.g. the homeless, by developing a database of residents and targeting them with their PII (personal identifiable information, such as: email, first and last name, social, etc).

Layer 3: Geo-targeting extends to disenfranchised groups like the homeless by focusing on shelters and camps and connecting through their mobile devices.

These tactics are appropriate for display, pre-roll video, connected televisions, streaming services and display networks.

Our preferred vendors for this type of digital targeting are Simplifi and White Pants Agency, both of whom we've worked with on large digital campaigns similar to the scope of Dallas County Census 2020.

EXHIBIT G

Alpha Business Images, LLC's Response to Evaluation Team Questions

RFP No. 2019-074-6838

Follow up questions



QUESTION 6

Could you add software and services that augment ROAM data and provide predictive plot level data intelligence available on hard to reach community locations prior to connecting with these communities?

PREDICTIVE MAPPING

Our team is able to map out Dallas County's hard to reach communities based on:

- 1) Census Planning Database – the most recent and most comprehensive source of hard to reach households.
- 2) 3rd party list provider that provides income and other income indicators, race, ethnicity, single vs. multiple family dwellings and renter vs. owner (tenure status). We are able to drill down on each community based on pre-defined hard to reach census tracts. Our research team uses the most reliable list providers that have acted as trusted sources for private and government institutions for decades. This information is updated each month.

We are able to add a sub-contractor, CIVIS, to our team to provide an additional layer of predictive mapping and targeting for hard to reach communities. CIVIS' software and its services would augment existing mapping that our current research partner has.

Attached is a detailed description of the additional capabilities ABI can provide Dallas County and City of Dallas if CIVIS' predictive mapping layer is added. The pricing for each line item is included.



PREDICTIVE MAP AUGMENTATION: SCOPE AND COSTS - SOFT

Detailed Breakdown of Software Costs for Task 2.

Product Name	Description	Price
Civis Platform	Access and use of our HIPAA and SOC 2 Type II certified data science platform for up to 50 report users. (Supports sub-tasks 2.a - 2.f) (Fulfills task 4.e)	\$60,000
Census Intelligence Center	Access and use of our Census Intelligence Center tool hosted in Civis Platform. This tool will include: <ul style="list-style-type: none"> - Data from any work developed for the city, including any models, surveys or message tests run. - National and regional syndicated message tests that are run as a part of our Census Intelligence Center tool. - Access to outreach tools built within the Census Intelligence Center developed specifically for digital, in-person canvassing, and community events. (Supports sub-tasks 2.a - 2.f) (Fulfills task 4.e)	\$40,000
Total Software Cost		\$100,000



PREDICTIVE MAP AUGMENTATION: SCOPE AND COSTS - SERV

Detailed Breakdown of Services Costs for Task 2.

Sub-Task	Description	Price
A. Generate And Analyze Factual Census Data	Gather and integrate public data sources and field D-CBAMS study as described in section II.a of our proposed services, including: <ul style="list-style-type: none"> - Census Hard-to-Count scores - Census Planning Database data - Dallas County specific shapefiles and data - Civis built models - Dallas County CBAMS survey 	\$20,000
B. Obtain, Organize, Visualize, and Analyze Countywide and District-level Data	Obtain, organize, integrate, visualize, and analyze data for the county and its districts, as well as other important defined geographies as described in section II.b of our approach, including but not limited to: <ul style="list-style-type: none"> - All data sources from section II.a above - Local data sources such as evictions and tax assessment data - Other sources of data defined through discussion with the County and its other vendors for Tasks 1, 3, and 4. 	\$10,000
C. Monitor and Provide Reports on Census Response Rates by Local Geography	Monitor and report on response rates by local geographies, defined in partnership with the County and its other vendors, as described in section II.c, including: <ul style="list-style-type: none"> - Developing low response dashboard map for Dallas County with options to view by specific geographies. 	\$30,000



PREDICTIVE MAP AUGMENTATION: SCOPE AND COSTS – SERV

D. Create Individually-Targeted Models for Engagement And Marketing	Creation of 3 predictive models as described in section II d of our proposal, including: <ul style="list-style-type: none"> - Household-level Response Rate Modeling 	\$20,000
E. Work with the County to Geocode the Targeted Areas or Outreach Locations	Apply predictive models to geographic data. Creation of geo-coded exploration tools to inform tasks 3 and 4 as described in section II e of our proposal, including: <ul style="list-style-type: none"> - Geo-coding of all models Crvis develops - Geo-coding up to 3 other lists of areas or places that the County and its other vendors create. 	\$5,000
F. Report on The Final Results of the Census and the County's Goal	Reporting as described in section II f of our proposal, including: <ul style="list-style-type: none"> - Rapid Response Reporting: Creation of near real-time results reporting to support additional outreach during the enumeration period. - Post Census Reporting: Review campaign success as measured by increased response rates. 	Not Included
Total Services Cost		\$85,000

BUNDLED PRICING SOFTWARE/SERVICES FOR AUGMENTATION: \$180,000