



DALLAS COUNTY PURCHASING DEPARTMENT

May 01, 2018

ADDENDUM No. 1

IFB 2018-031-6724

Term Contract for Employment Background Check and Screening Services

Whereas, Page 20, *is hereby amended/revised to include the following IFB Terms and Conditions:*

44. OPEN RECORDS

All responses submitted to Dallas County become the property of Dallas County and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested firms/individuals should familiarize themselves with the provisions of that Act. In no event shall Dallas County, or any of its agents, representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the IFB.

If a firm/individual has special concerns about information that it desires to make available to Dallas County, but which it believes constitutes a trade secret, proprietary information or other information excepted from disclosure, such firm/individual should specifically and conspicuously designate ((i.e. mark confidential) each page of that information, which the Bidder believes, should not be disclosed outside Dallas County. Disclosure of requested information will be subject to the Texas Public Information Act.

45. Contractors are required to comply with the Equal Employment Opportunity Act requiring that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of this Contract. The successful bidder shall take affirmative action to ensure that applicants are employed and treated during employment, without regard to their race, age, color, religion, sex or national origin.

This action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, compensation and selection for training. The successful bidder shall state to all employees and advertisements that all employees and qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, or natural origin.

46. No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of Dallas County. It is the responsibility of the contractor during all phases of the contract process to notify the County in writing of any potential conflict of interest.

47. In the best interest of the County, as determined by the Dallas County Commissioners Court, any bidder/proposer who is currently involved, either directly or indirectly, with any litigation against or involving Dallas County may be disqualified and/or not considered for an award.



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48. Pursuant to Sec. 9.001 of the Texas Business Organization Code, non-Texas entities, including, but not limited to corporations, limited partnerships, and limited liability companies must have an application for registration filed with the Texas Secretary of State and shall provide to Dallas County a Certificate of Status issued by the Texas Secretary of State that serves as official evidence of the entity's existence or authority to transact business in Texas.

To transact business with Dallas County, all entities must be in legal compliance pursuant to applicable laws, and shall provide to Dallas County evidence of said compliance.

49. Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

50. Where applicable, MSDS Forms must be provided with delivered products. In addition WITHOUT EXCEPTION, within 30 days after award, the successful bidder(s) MUST furnish Material Safety Data Sheets for all applicable awarded contract items to: Dr. E. Todd, Southwestern Institute of Forensic Sciences/Office of the Medical Examiner Facility, 2355 Stemmons Freeway, Dallas, Texas 75207. Dallas County reserves the right to withhold payments owed and/or terminate the contract due to non-performance if the aforementioned documents are not provided accordingly.

Dallas County Response to Questions Received by the April 23, 2018, 12:00 Noon Deadline

Question 1: Do you happen to have a copy of the Professional Services template you use for contracts that I can share with legal?

Response: The IFB term, conditions and specification requirements is the agreement.

Question 2: We are going to partner with an Oracle Validated Partner for the integration. We talked to one of them yesterday and they said that they did your Taleo Enterprise implementation, is there somebody you could check with if I give you a name of the firm and their subcontractor to see if they are in Good Standing with the County?

Response: Provide the name of the Oracle Validated Partner (OVP) in order to verify, just remember your firm can use any Oracle OVP. It is the responsibility all bidders, to vet and qualified all of their sub-contractors, suppliers, etc., to ensure they are a good fit for your organization and the project.

Question 3: Just tried to call you, the Oracle partner we have identified is AST Corporation, they subcontracted your Taleo implementation to Viscosity NA who has confirmed they did the Taleo work at Dallas County.

Can you confirm AST Corporation is in Good Standing with the County and did excellent Taleo implementation work? Before we partner we want to make sure that Dallas County liked their work. Thanks for your assistance on this!

Response: Dallas County Human Resources and Information Technology Service confirm that Applications Software Technology Corporation (AST) was awarded a contract for the Implementation of Oracle Taleo in March 2017. AST partnered with sub-contractor Viscosity North America to perform services associated with the implementation and deliverables for the project. As of today, the implementation is not yet completed and AST's work is ongoing. As stated in the response to Question 2, "just remember your firm can use any Oracle Validated Partner. It is the responsibility of all bidders, to vet and qualified all of



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their sub-contractors, suppliers, etc., to ensure they are a good fit for your organization and the project”.

Question 4: Under Implementation and Integration in Oracle – Mandatory Requirement and Services, you ask for “Estimated number of hours to accomplish the above task.” GIS has work to do for our side of the Taleo Integration but Dallas County would also need to do some work for your side of the integration. We would like to clarify that your question is in regards to how long it will take for us to complete our side of the integration project as opposed to Dallas County having an expectation that GIS performs both sides of the integration project?

Response: WE are asking for the number of hours it would take the vendor to complete their side of the integration.

Question 5: Is the request for Education Verification services verification of the highest degree earned or all degrees listed.

Response: All degrees listed.

Question 6: I was just curious if this is a different contract from 2017-057-6681 that was awarded in November of 2017?

Response: There is a number of changes based on our recent process changes, technology upgrade and interface requirements, please read the specifications and detail requirements as outlined in the Invitation for Bids (IFB) Term Contract for Employment Background Check and Screening Services.

Question 7: Thank you for the notice of the background RFP. We just went thru this and Dallas County awarded this to a company. Kelmar was #2 behind the company receiving the award. If the company can't fulfill the requirements, would it not be appropriate to utilize the next in line?

Response: The new IFB No. 2018-031-6724, reflect changes in the specifications and requirements. Also, see response to Question 6 above.

Except as provided herein/above, all other specification requirements of the original solicitation referenced shall remain unchanged and in full force and effect. This addendum should be signed and returned with your IFB response on or before **May 17, 2018 @ 2:00 P.M, Local Time (Dallas, Texas) CDT.**

This addendum is hereby acknowledged, understood and considered in our bid proposal.

Printed Name: _____

Signature of Authorized Representative: _____

Date: _____