Vendor Name:



TARRANT COUNTY PURCHASING DEPARTMENT

JACK BEACHAM, C.P.M., A.P.P. PURCHASING AGENT ROB COX, C.P.M., A.P.P. ASSISTANT PURCHASING AGENT

VOLUME 1 – BIDDING DOCUMENTS

BID NO. 2015-174

PURCHASE OF FURNITURE FOR TARRANT COUNTY INFORMATION TECHNOLOGY CUSTOMER CARE CENTER

200 TAYLOR STREET FORT WORTH, TEXAS 76102

BIDS DUE AUGUST 10, 2015 2:00 P.M.

BID NO. 2015-174

TABLE OF CONTENTS

SPECIFICATIONS	
PRE-BID CONFERENCE	
OPENING DATE, TIME, PROCEDURES, CONTACTS	2
GENERAL CONDITIONS	3
DELIVERY REQUIREMENTS	5
SPECIAL TERMS AND CONDITIONS	6
EVALUATION CRITERIA	17
TECHNICAL SPECIFICATIONS	18
TARRANT COUNTY HUB POLICY	19
FORM FOR DISADVANTAGED BUSINESS ENTERPRISES	23
VENDOR REFERENCES	24

PROPOSAL FORMS

BID PROPOSAL SIGNATURE FORM	25
CERTIFICATION OF ELIGIBILITY	
BID FORMS/DOCUMENTS CHECKLIST	28
BID PROPOSAL	

This Table of Contents is intended as an aid to bidders and not as a comprehensive listing of the bid package. Bidders are responsible for reading the entire bid package and complying with all specifications.

PRE-BID CONFERENCE

All bidders are encouraged to attend a Pre-Bid Conference and Walk-Through of the Job-Site to be held:

- DATE: WEDNESDAY, JULY 29, 2015
- TIME: 10:00 A.M.
- LOCATION: TARRANT COUNTY PLAZA BUILDING 200 TAYLOR STREET, 4TH FLOOR FORT WORTH, TEXAS 76102

RSVP: Vendors planning to attend the pre-bid conference should RSVP, <u>in writing</u>, <u>via facsimile</u>, no later than 5:00 p.m., Tuesday, July 28, 2015.

Send RSVPs to Melissa Lee at (817) 884-2629.

Questions from bidders will be addressed at the pre-bid conference. Any vendor who submits a bid without attending the scheduled pre-bid conference does so at his own risk. Such applicant who submits a bid and does not attend the scheduled pre-bid conference waives any right to assert claims due to undiscovered conditions.

Tarrant County is requesting bids for the PURCHASE OF FURNITURE FOR INFORMATION TECHNOLOGY CUSTOMER CARE CENTER. All bids must be submitted on the attached Bid Proposal Form. Vendors may bid on any or all items. Tarrant County will not enter into any contract where the cost is provisional upon such clauses as "escalator" or "cost-plus" clauses.

BY MAIL VIA US POSTAL SERVICE ORIGINAL AND ONE (1) COPY OF COMPLETED BID PROPOSALS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT AT 100 E. WEATHERFORD, SUITE 303 FORT WORTH, TEXAS 76196-0104

By COURIER, FEDERAL EXPRESS, UPS

ORIGINAL AND ONE (1) COPY OF COMPLETED BID PROPOSALS MUST BE RECEIVED IN THE **PURCHASING DEPARTMENT** AT 100 E. WEATHERFORD, SUITE 303 FORT WORTH, TEXAS 76102 ON OR BEFORE AUGUST 10, 2015 AT 2:00 P.M. ON OR BEFORE AUGUST 10, 2015 AT 2:00 P.M.

All bids, including a "NO BID", are due in the Purchasing Department by the due date in sealed envelopes or boxes. All bids must be clearly marked with the Bid Number, the name of the company submitting the bid, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Original bid must be clearly marked "ORIGINAL" and contain all original signatures.

Any bid received after the date and/or hour set for bid opening will not be accepted. Bidder will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at bidder's expense, or destroyed with written authorization of the bidder. If bids/proposals are sent by mail to the Purchasing Department, the bidder shall be responsible for actual delivery of the bid to the Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendations of the Purchasing Agent and the approval of Commissioners' Court.

Tarrant County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

Tarrant County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.

No oral explanation in regard to the meaning of the bid specifications will be made and no oral instructions will be given before the award of the contract. Requests from interested bidders for additional information or interpretation of the information included in the specifications and all questions should be directed in writing, via facsimile, to:

MELISSA LEE, SENIOR CONTRACTS ADMINISTRATOR

FAX: (817) 884-2629

<u>All documents relating to this bid</u>, including but not limited to, the bid document, questions and their responses, addenda and special notices will be posted under the Bid number on the Tarrant County website and available for download by bidders and other interested parties. It is the bidders'/respondents' sole responsibility to review this site and retrieve all related documents up to the Bid due date.

The deadline for receipt of all questions is 12:00 (Noon), Fort Worth time, Friday, July 31, 2015. After the question deadline, all questions and their responses will be posted on the website and available for download by bidders.

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Bids which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Purchasing Agent, the review, inspection, and processing procedures can be completed as specified.

Invoices shall be sent directly to the Tarrant County Auditor's Office, Attention: Accounts Payable, 100 East Weatherford, Room 506, Fort Worth, Texas 76196. It is the intention of Tarrant County to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Tarrant County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.

<u>Continuing non-performance</u> of the vendor in terms of Specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **<u>contract may be terminated</u>** by either party upon written thirty (30) days' notice prior to cancellation.

Bids will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, Tarrant County reserves the right to waive any irregularities and to make award in the best interest of the County.

Tarrant County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County. Bids may be rejected, among other reasons, for any of the following specific reasons:

- 1. Bids received after the time limit for receiving bids.
- 2. Bids containing any irregularities.
- 3. Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- 1. Reason for believing collusion exists among the Bidders.
- 2. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the work contemplated.
- 3. The Bidder being interested in any litigation against the County.
- 4. The Bidder being in arrears on any existing contract or having defaulted on a previous contract
- 5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- 6. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
- 7. Bidders shall not owe delinquent property tax in Tarrant County.

It is the bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and their responses, addenda and special notices. The Bid Proposal Signature Form must be signed and returned. Failure to provide a signature on this form renders bid non-responsive. Failure to complete and the submission of all required forms, including but not limited to the Reference Page, Certification of Eligibility, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.

CONFIDENTIALITY: Any material that is to be considered confidential must be clearly marked as such and shall be treated as confidential to the extent allowable under Chapter 552, Government Code. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "CONFIDENTIAL INFORMATION." Note: **PRICING INFORMATION IS NOT CONSIDERED** CONFIDENTIAL AND IF MARKED AS SUCH, WILL RESULT IN REJECTION OF YOUR BID.

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the proposer. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

The successful bidder may not assign their rights and duties under an award without the written consent of the Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

<u>Prices</u> shall include all charges for freight, inside delivery and installation. Successful bidder(s) shall uncrate, fully assembly each unit, and remove all cartons, packing material, etc. from Tarrant County property. Delivery shall be F.O.B. to:

TARRANT COUNTY I.T. CUSTOMER CARE CENTER 200 TAYLOR STREET FORT WORTH, TX 76102

All deliveries of furniture must be made to the Tarrant County Plaza Building between the hours of 8:00 a.m. and 5:00 p.m. unless previous arrangements are made with a representative of Tarrant County Facilities Management. The Plaza Building does have a freight elevator, and all furniture must be delivered to all floors via that elevator. Arrangements for use of the freight elevator must be made with the Plaza Building Facilities Management Representative.

It will be the responsibility of the vendor delivering the furniture to protect the floor of the elevator with heavy cardboard and the walls with elevator blankets. The elevator lobby floors and building walls must also be protected during placement into the designated rooms. Vendors will be responsible for all building damage incurred during installation.

Tarrant County Plaza Building has a loading dock. Deliveries must be coordinated with Plaza Facilities Management Representative.

The vendor will be responsible for all unpacking of furniture, off-site disposal of packing material, and placement and assembly of all furniture as shown on the furniture plans included in the bid document and as modified by post bid Addenda, if any.

Delivery date and installation is important to the County and may be a factor in evaluation of each bid. Tarrant County considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the County at the specified delivery location. The delivery date indicates a guaranteed delivery to Tarrant County, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future County orders.

The County reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the County reserves the right to cancel the order without liability on its part.

A **<u>packing list</u>** shall accompany each shipment and shall show:

Tarrant County Purchase Order Number

Name and address of Vendor

Name and address of receiving department

Description of material shipped, including item numbers, quantity, etc.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. MINIMUM INSURANCE REQUIREMENTS

- A. The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and <u>approved by</u> Tarrant County.
 - 1. Workers' Compensation/Employer's Liability
 - a. Worker's Compensation statutory
 - b. Employer's Liability \$500,000
 - 2. Commercial General Liability:
 - a. Bodily Injury/Personal Injury \$1,000,000 per occurrence \$2,000,000 aggregate
 - b. Property Damage \$1,000,000 aggregate
 - 3. Professional Liability \$1,000,000 per occurrence \$2,000,000 aggregate
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- C. Required Provisions:
 - 1. Proof of Carriage of Insurance All certificates of insurance will be required in duplicate and filed with the Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street.
 - 2. All policies supplying required coverages shall contain endorsements providing Tarrant County with an unconditional thirty (30) days written notice of cancellation. Tarrant County must be notified in writing of any major change in policy conditions or coverages.
 - 3. As to all applicable coverage, Tarrant County and its officers, employees, and elected representatives shall be specifically endorsed onto the policies as an additional insured. A blanket additional insured endorsement will not satisfy this requirement. Contractor/vendor must provide verification that additional insured requirements can be met prior to commencement of contract.
 - 4. All copies of the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 5. The Contractor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
- 6. The Contractor/Vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

2. CRIMINAL BACKGROUND CHECK:

Certain contracts may require vendors to enter sensitive security areas. These include, but are not limited to, Tarrant County Sheriff's Department, Tarrant County Courts, Tarrant County District Attorney's Offices, Tarrant County Information Technology, etc.

If a particular contract requires your personnel to enter such a location the following could apply.

- a. The successful bidder shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Tarrant County property.
- b. Vendor personnel who perform work on Tarrant County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.
- c. Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- d. Award of a contract could be affected by your firms' refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check.

Note: The Criminal Background Check applies to the individual and not the Company.

SPECIAL CONDITIONS

TWCC Rule 110.110 Workers' Compensation Insurance Coverage

Note: TWCC Rule 110.110 applies to Building and Construction projects for Governmental Entities and is included in this bid for Information Purposes Only.

A. Definitions:

<u>Certificate of coverage ("certificate")</u> – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

<u>Duration of the project</u> – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

<u>Persons providing services on the project ("subcontractor" in §406.096)</u> – Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

TWCC Rule 110.110 Workers' Compensation Insurance Coverage

- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate ends during the duration of the project;

TWCC Rule 110.110 Workers' Compensation Insurance Coverage

- (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

SPECIAL CONDITIONS

1. **INSTRUCTIONS TO BIDDERS**:

- A. All pages of this RFB are to be returned with your bid.
- B. All pricing must be typed or written in ink. Failure to do so will void bid. Changes may be crossed through and corrections made by inserting corrected information adjacent with the initials of the person responsible for preparing bid. In the event of errors in multiplication or addition of a unit price affecting a total price, the unit price will govern.
- C. Bid Proposal Signature Form (page 25) must be submitted by an individual authorized to contractually bind their firm when submitting bid. Failure to do so will void the submitted bid.
- D. Manufacturer's products listed in specification referenced by trade name, catalog numbers, etc. is intended to establish a standard of quality. Any product other than those manufacturers listed that can be proven to perform equally may be considered. All "or equals" must be submitted to the Purchasing Department before the deadline for questions. All "or equals" will be evaluated by the Purchasing Department and Owner's Representative. Notification of "or equal" approval will be via e-mail to potential bidder and will occur no later than one (1) week prior to bid opening.
- E. Prior to submitting bids, proposers are required to read carefully all plans included in the Request for Bid (RFB); to visit the site of the work; to examine local conditions; to inform themselves of all circumstances affecting the cost of the installation or related work and the time required for its completion and to obtain all information required to make an informed proposal. No verbal agreement or conversation with any unauthorized Owner's agent, either before or after the execution of the contract shall affect or modify any of the terms or obligations herein contained.
- F. This contract shall extend for a maximum period of one (1) year from the date of the Tarrant County Commissioner's Court approval.
- G. Bid proposal prices include all handling, re-packaging, assembly, checkout of equipment and <u>placement</u> (installation) in fully operable condition.
- H. Clarifications to specifications will be made by written addendum following written question receipt deadline. Addenda issued for clarification is to be considered part of the original contact documents.
- I. Successful bidder(s) will be expected to coordinate with the Owner's construction manager and Information Technology Department all furniture electrical and communication connections.
- J. Potential bidder(s) are responsible for specifying and including in pricing all of the parts, pieces, finishes and components required for a fully functional workstation.

- K. Bidder is responsible for checking quantities on item specifications against the furniture plans. Quantities on floor plan will stand as final counts.
- L. Submit with bid proposal three (3) copies of manufacturer's catalog sheets, brochures, diagrams, and other descriptive data. Clearly mark each copy by item tag to properly identify pertinent information. All items previously deemed as an approved "or equal" must also be clearly marked.
- M. All furniture must be "New" and not remanufactured.
- N. Potential bidder(s) shall submit written warranties for all products, executed by Manufacturers, agreeing to replace or repair furniture which fails in materials or workmanship within the specified warranty period.
- O. Prior to award of bid, mockups will be required of "alternate manufacturers or equal" furniture items for review and final approval by the owner. Mockups of each category must demonstrate quality equal to specified products to be considered for bid award. Owner reserves the right to reject any non-equal product.
- P. Partial bids may be submitted. Award selection will be made in the best interest of Tarrant County.
- Q. Product substitutions will not be allowed after bid award.
- R. CAD file will be available once an agreement is signed.
- S. Please submit all substitutes with full color brochures and full line spec sheets with bid.

2. <u>COORDINATION</u>:

- A. The successful bidder(s) shall be available to meet with the Owner's representative(s) within five (5) business days of contract award in order to develop an appropriate timetable for the project. Following this meeting the successful bidder(s) shall prepare and submit a bar chart outlining order placement and an appropriate installation schedule. Detailed installation plans shall be developed by the successful bidder(s).
- B. Successful bidder(s) are required to attend meetings over the duration of the project when appropriate and shall be available to advise Owner's representative on issues regarding furniture, fixtures and equipment.

3. <u>FINISH SUBMITTALS</u>:

- A. Submit all potential finish samples not later than seven (7) days after contract award in order to facilitate color and material selections.
- B. Submit with bid the full range of manufacturer's standard finishes. When grade or category is noted in specifications, all fabrics in and up to that grade/category level.
- C. Samples for selection purposes as follows:
 - 1. Three (3) samples each of plastic laminate, wood, metal, paint and fabric/upholstery is required.
- D. Submit to Tarrant County Purchasing all shop drawings, product data and samples required by specifications of each item.
- E. Submit samples to via transmittal using the following format:
 - 1. Date
 - 2. Project Title/Number
 - 3. Vendor's contact information
 - 4. Identification of specification section and tag number
 - 5. Number of samples submitted for approval, support data and finish samples.

4. ORDERING:

- A. Copies of Purchase Orders for the Furniture, Furnishings and Equipment must be received by Tarrant County Purchasing Department in order to determine that orders have been placed in a timely manner.
- B. The successful bidder(s) shall provide a list of all delivery dates and update Tarrant County Purchasing Department and Owner's Representative weekly. It is the responsibility of the successful bidder(s) to inform Tarrant County Purchasing Department and Owner's Representative immediately of any delays in production or ship dates that may impact the installation schedule.
- C. It is the responsibility of the successful bidder(s) to field verify all spaces to receive specified furniture, prior to order entry and installation.
- D. Payment for ordering, delivery and installation of all products will be made in accordance with the Tarrant County Purchasing Department's regular payment schedule. <u>Tarrant County is not required to pay deposits</u>.
- E. Quantities may be increased or decreased at the discretion of Tarrant County.
- F. Prior to order placement, successful bidder(s) shall coordinate with Owner's Representative specific installation date(s) based on information from Owner's Contractor for building construction completion.

5. STORAGE AND PROTECTION:

- A Store all products on delivery, in accordance with the manufacturer's instructions. Protect until installed.
- B. Storage accommodation is not the responsibility of the Owner. The contractor shall provide, if necessary, weatherproof, climate controlled storage with ranges stated by manufacturer's instructions.
- C. Tarrant County requires up to a twenty-one (21) day grace period, when needed, for storage of furniture to avoid double handling fees.

6. <u>DELIVERY/INSTALLATION</u>:

- A. Contractors will work under the direction and supervision of the Tarrant County Facilities Management Department who will act as Owner's representative in effecting completion of the project.
- B. The successful bidder(s) shall be responsible for all transportation costs. Delivery is to be FOB destination, freight prepaid. Seller to pay freight charges, bear freight charges, own freight in transit and file claims if any.
- C. The successful bidder(s) shall coordinate all deliveries as to coincide with the completion of building or date determined by Owner's Representative(s) and Owner's construction manager. Owner shall provide an estimated schedule of building phase completion to successful bidder(s) upon execution of contract. Pick-up and delivery will be coordinated with Owner's construction manager and Owner's Representative(s). Forty-eight (48) hours minimum notice must be given to Owner's Representative for all deliveries and installations. Delivery shall be coordinated so that all furniture is delivered to the inside of the building.
- D. Vendor is responsible for providing material handling equipment delivering and installing materials.
- E. Refer to furniture plans for location of each tagged item. The Owner's Representative must pre-approve final delivery schedules to insure construction has been completed.
- F. The successful bidder shall submit factory shipping acknowledgment(s) and anticipated delivery dates to Owner's Representative(s). The Owner's Representative(s) must pre-approve final delivery schedules to insure coordination with construction completion schedule.
- G. Installation shall be done under the supervision of the Owner's Representative. The installation floor plan and copy of the specifications will be required to install all items properly by location or area.

- H. All items shall be fully assembled and set in place as shown on the furniture plan, with tops level and all dust and dirt removed. Surfaces shall be cleaned, polished or oiled as required by manufacturer's instructions. Tape and/or tape marks are to be removed from all surfaces. Vendor shall remove all crating, plastic coverings and debris from premises at the end of each installation day. All items should be ready for the Owner's use, unless otherwise instructed.
- I. The successful bidder(s) shall take special precautions to make all necessary provisions to protect carpet from soiling or damage. Vendor is required to provide a hard surface on which to roll in heavy wheeled equipment so as to not cause damage or movement to carpet.
- J. The successful bidder(s) shall take all necessary precautions to protect the building from damage during installation. Should damage to any part of the building occur due to the vendor(s) during installation, the expense of restoring areas to their original condition will be the responsibility of the vendor.
- K. The Plaza Building does have a freight elevator, and all furniture to be delivered to via that elevator.

7. <u>CLOSEOUT PROCEDURES</u>:

- A. The successful bidder(s) shall notify Tarrant County Purchasing when installation is complete and items are ready for final inspection and punch list. Upon receipt of punch list items prepared by Owner's Representative, the vendor will submit a schedule noting times/date when expected repairs/replacements will be made in a timely manner.
- B. The successful bidder(s) is responsible for replacing any/or all items at no cost to Tarrant County should any problems arise with quality or workmanship. It is the responsibility of the supply vendor to return to the installation location to pick up items in question. Tarrant County is not responsible for shipping items back to vendors.
- C. Submit to Owner specific warranty information, maintenance agreements and other pertinent documents for all products.

8. <u>WARRANTY OF SERVICES</u>:

A. Notwithstanding inspection and acceptance by Tarrant County, contractor warrants that all services performed under this contract will conform to the requirements of the contract at the time of acceptance. Tarrant County shall give written notice of any nonconformance to the contractor stating that the contractor shall correct or re-perform the services or that Tarrant County does not require correction or re-performance.

SPECIAL CONDITIONS OF THE CONTRACT

9. INFORMATION AND LITERATURE:

A. Bidders shall furnish all information and literature requested. Failure to do so may be cause for rejection.

10. SERVICES:

- A. Tarrant County has the right to inspect and test all services called for by the contract, to the extent practical at all times and places during the term of the contract. Tarrant County shall perform inspections and tests in a manner that will not delay the work unduly.
- B. The contractor is responsible for replacing any or all items, at no cost to Tarrant County, should any problems arise with quality or workmanship. It is the responsibility of the contractor to return to the installation location to pick up items in question. Tarrant County will not be responsible for shipping items back to the contractor.
- C. Repairs, including parts and/or on-site touch-ups, may be required for end-user approval.
- D. If any of the services do not conform to contract requirements, Tarrant County may require the contractor to perform the services again in conformity with contract requirements, at no increase in contract amount.
- E. When defects in services cannot be corrected by re-performance, Tarrant County may:
 - 1. Require the contractor to take necessary action to ensure that future performance conforms to contract requirements, and
 - 2. Reduce the contract price and reflect that reduced value of the services performed.

11. BID BOND:

A. THERE IS "NO BID BOND" REQUIRED ON THIS PROJECT!!!

Evaluation criteria shall include, but is not limited to the following:

- a. Unit Price
- b. Delivery
- c. Vendor's past performance record with Tarrant County
- d. Tarrant County's evaluation of vendor's ability to perform
- e. Tarrant County's experience with products bid
- f. Special needs and requirements of Tarrant County
- g. Results of demonstrations (if needed)
- h. Compliance to specifications on Compliance checklist

Quantities indicated on the Bid Proposal Forms are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price.

Any <u>catalog, brand name or manufacturer's reference</u> used is considered to be descriptive -not restrictive -- and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed vendor is bidding item specified. Successful vendor will not be allowed to make unauthorized substitutions after award.

<u>Demonstrations or samples</u> may be requested for bid evaluation. Demonstrations/samples will be free to the County. Failure to provide demo equipment/samples will be justification for bid rejection. Tarrant County reserves the right to determine equals. <u>Demonstration</u> Equipment/Samples must be the same product as that bid and may be picked up after bid evaluation.

TECHNICAL SPECIFICATIONS

- 1. A total of eleven (11) command consoles are required. Maximum unit dimensions 5' x 8' with a work surface minimum dimensions of 36" x 60".
- 2. Consoles shall be designed to be aesthetically pleasing to the center and building furnishings. Design layout and shape of consoles to be selectable by Tarrant County.
- 3. Console work surface and panel coverings shall be selectable by Tarrant County.
- 4. Console primary work surface shall be automated lift, hydraulic or electric.
- 5. Console primary work surface shall be adjustable from a sitting to standing working position, independently, and shall be adjustable to accommodate heights of at least 29"-46".
- 6. Console shall have acoustic fabric panels not to exceed line of site and frameless glass panels to top the acoustic panels.
- 7. Knee space under workstation should be free of obstructions.
- 8. Each workstation preferred to be equipped with individual task lighting.
- 9. Console shall have the ability to mount no less than three (3) 24" flat panel style monitors, stacked side by side, to the workstation in a fashion that is adjustable. Monitors will be provided by Tarrant County.
- 10. Monitor mounts shall allow a minimum clearance of 6" from the bottom of each monitor to the rear adjustable work surface.
- 11. Console layout shall be designed in a fashion to accommodate four (4) specialized work areas:
 - a. Area #1 and #2 contain two (2) workstations each, for a total of four (4), perpendicular to the video wall and left of and facing Area #3.
 - b. Area #3 contains five (5) workstations in a two (2) row configuration facing the video wall.
 - c. Area #4 contains two (2) independent workstations both perpendicular to the video wall and right of and facing Area #3.
- 12. Console shall contain cable management to allow for clean efficient routing and bundling of cable, hidden from view that allows easy equipment access from the front and rear console without disturbing the operator.
- 13. Console shall be able to accommodate a minimum of one (1) CPU per workstation. Tarrant County will provide a standard Dell mid-tower CPU. Movable CPU holders are optional not mandatory
- 14. One (1) keyboard and mouse per workstation provided by Tarrant County.
- 15. One (1) mobile two (2) drawer file storage cabinet per workstation.
- 16. The entire floor of the building is raised floor grid, approximately 6" in depth.



TARRANT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

<u>Historically underutilized businesses (HUBs)</u>, also know as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

<u>Certified HUBs</u> includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

<u>Businesses</u> include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Tarrant County: Historically Underutilized Business Policy

<u>Statutory bid limit</u> refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County may recognize other agencies' certification processes recognized by the State of Texas. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
 - 1. Target goals should consider:
 - the availability of HUB firms within the specific category of goods or services to be procured; and
 - the diversity of the county's population.
 - 2. The goals should be reviewed and amended periodically.
 - 3. The program may apply to all County procurements including construction and professional services.
 - 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
 - 5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - 1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - 2. Continuing to seek new communication links with HUB vendors, professionals and contactors to involve them in the procurement process.
 - 3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
 - 4. Continuing to provide copies of bid specifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - 1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - 2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - 4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
 - 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
 - 5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

510 *Historically Underutilized Businesses Policy Adopted: Court Order 64788 (December 17, 1990)* Amended: Court Order 69958 (December 7, 1993) Amended: Court Order 99651 (December 28, 2006)

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Tarrant County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services		North Central Texas
Statewide HUB Program		Regional Certification Agency
1711 Jacinto Blvd.		624 Six Flags Drive, Suite 100
PO Box 13047	OR	Arlington, TX 76011
Austin, TX 78711-3047		(817) 640-0606
(512) 463-572		

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME:	
REPRESENTATIVE:	
ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE NO	FAX NO
Indicate all that apply: 	Minority-Owned Business Enterprise Women-Owned Business Enterprise Disadvantaged Business Enterprise

VENDOR REFERENCES

Please list three (3) references, **other than Tarrant County**, who can verify your performance as a vendor. Performance includes but shall not be limited to, sales and/or services, delivery, invoicing, and other items as may be required for Tarrant County to determine your firm's ability to provide the intended goods or service of this bid. The County prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this bid. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

REFERENCE ONE

GOVERNMENT/COMPANY NAME:
ADDRESS:
CONTACT PERSON AND TITLE:
TELEPHONE NUMBER:
E-MAIL:
SCOPE OF WORK:
CONTRACT PERIOD:

GOVERNMENT/COMPANY NAME:	
ADDRESS:	
TELEPHONE NUMBER:	
E-MAIL:	
CONTRACT PERIOD:	

REFERENCE THREE

GOVERNMENT/COMPANY NAME:	
ADDRESS:	
TELEPHONE NUMBER:	
E-MAIL:	
CONTRACT PERIOD:	

THE ORIGINAL AND ONE (1) COPY OF THIS FORM MUST BE RETURNED WITH BID!

BID PROPOSAL SIGNATURE FORM

The undersigned agrees this bid becomes the property of Tarrant County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Tarrant County, and that the contents of this bid have not been communicated to any other bidder or to any employee of Tarrant County prior to the official opening of this bid.

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 <u>et seq</u>., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, <u>et seq</u>.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package. *Failure to sign and return this form will result in the rejection of the entire bid.*

Signature		_/\
	Authorized Representative	
NAME AND ADDRESS OF COMI	PANY:	
	Date	
	Nama	
	Title	
Tel. No		
AFTER HOURS EMERGENCY C	ONTACT:	
Name:	Tel. No	
1	THIS FORM MUST BE <u>SIGNED</u> .	
THE ORIGINAL WITH ORIGINAL S	IGNATURE AND ONE (1) COPY MUST BE RETURNED WITH BID	!



Did you sign your bid and/or your addendum? If not, your bid will be rejected.

COMPANY IS:

Business included in a Corporate Income Tax Return?YESNO	
Corporation organized & existing under the laws of the State of	
Partnership consisting of	
Individual trading as	
Principal offices are in the city of	

THE ORIGINAL AND ONE (1) COPY OF THIS PAGE MUST BE RETURNED WITH BID!

CERTIFICATION OF ELIGIBILITY

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Signature _

THIS FORM MUST BE **SIGNED**.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND ONE (1) COPY MUST BE RETURNED WITH BID.

PAGE 27 OF BID NO. 2015-174

BID FORMS/DOCUMENTS CHECKLIST

 ✓Indicates Compliance 	A check mark (✓) in the space provided indicates these forms/documents have been completed and are included in your bid package. The original and one (1) copy of all forms/documents should be submitted. Failure to check all items could result in rejection of the entire bid. All deviations from specifications must be documented separately and included with bid package.
	 Vendor is bidding on all items as specified. Bids for alternates may not be accepted, unless approved by the Facilities Management Department.
	2. If alternate products are bid, vendor's bid is noted and descriptive literature/brochures are enclosed.
	3. Descriptive literature and/or brochures are enclosed and labeled to correspond with item numbers on the Bid Proposal Forms.
	4. Bidder can guarantee delivery by
	5. Warranty:Years:
	6. Products meet or exceed all Standards specified.
	7. <u>Vendor References</u> . Bidder has provided three (3) references, other than Tarrant County. References must be able to verify the quality of service your company provides and that your company has completed a project of similar size and scope of work to this bid.
	8. Signatures. All forms requiring a signature must be signed. Bids not signed will not be considered for award.
	9. <u>Bid Proposal Forms</u> . All sections of Bid Proposal Forms have been completed.
	10. Insurance Certificates (If required). Bidders must submit all Insurance Certificates and endorsement verification with bid. If no insurance requirements specified, mark N/A.
	11. <u>Addenda</u> . Bidder acknowledges receipt of all addenda and has included signed Addenda cover pages in their bid package.
	12. Bidder has provided system and voltage specifications for Personal Environmental Control Units.

THE ORIGINAL AND ONE (1) COPY OF THIS FORM MUST BE RETURNED WITH BID!

✓Indicates Compliance	A check mark (✓) in the space provided indicates these forms/documents have been completed and are included in your bid package. The original and one (1) copy of all forms/documents should be submitted. Failure to check all items could result in rejection of the entire bid. All deviations from specifications must be documented separately and included with bid package.				
	13. Examination of Site and Bidding Documents (Specifications): Bidders are responsible for reading the entire bid package and complying with all specifications, including those not specifically listed in this checklist. It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based on the specifications, supplemented by the affecting conditions. Before submitting a bid proposal, the bidder is required to carefully examine the Bidding Documents (drawings and specifications), visit the site, note existing facilities, conditions and limitation affecting the work to be performed under this contract. By submitting a bid proposal, the bidder agrees that he will not make any claim for damages or additional compensation because of lack of information or because of any misunderstanding, or because of misinterpretation of the requirements of the contract.				
	14. Failure to provide signatures, where required and/or submission of required forms, including but not limited to the Bid Proposal Signature Form, References, Bid Forms/Documents Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.				
	15. Accuracy for all mathematical and number entries is the sole responsibility of the bidder. Tarrant County will not be responsible for errors made by the bidder.				
	16. Bidder's company is registered on TVORS (Tarrant On-Line Vendor Registration System)				
	17. Failure to comply with the requirements set forth in this Request for Bid may result in rejection of bid and/or cancellation of contract after award.				

BID PROPOSAL

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT COST EXTENSION
1.	Workstations for Customer Care Center, 7' 2"W x 3'-5' 5/8" D x 5' H. Watson Mercury Series or Equal.	11	\$ \$
2.	Sit on It - TR2 #A1552 or Equal. Internal back height adjustment. Waterfall seat to promote proper leg circulation. Molded foam seat cushion 20"W x 19"D. 300 lb. weight capacity. Task, enhanced synchro mechanism, fully multi-adjustable arms, seat depth adjusment.	11	\$