Bidder Name:

_____

TARRANT COUNTY

PURCHASING DEPARTMENT

JACK BEACHAM, C.P.M., A.P.P.
PURCHASING AGENT

MELISSA LEE, C.P.M., A.P.P.
ASSISTANT PURCHASING AGENT

RFB NO. 2019-131

REQUEST FOR BID
FOR
ANNUAL CONTRACT
FOR
ARTICULATED WHEEL LOADERS

BIDS DUE MARCH 21, 2019
2:00 P.M.

RFB NO. 2019-131

TABLE OF CONTENTS

SPECIFICATIONS

PRE-BID CONFERENCE 1
OPENING DATE, TIME, PROCEDURES, CONTACTS 2
GENERAL CONDITIONS 2
DELIVERY REQUIREMENTS 6
SPECIAL TERMS AND CONDITIONS 7
EVALUATION CRITERIA 15
TECHNICAL SPECIFICATIONS 16

TARRANT COUNTY HUB POLICY 35

DISADVANTAGED BUSINESS ENTERPRISES FORM 39

REFERENCES 40

FORMS

SIGNATURE FORM 42
COMPLIANCE WITH FEDERAL AND STATE LAWS FORM 44
AFFIRMATIONS/FORMS/DOCUMENTS CHECKLIST 45
NO-BID RESPONSE 47
PRICE FORM(S) 48

ATTACHMENT A Operator Cab Strobe Light Mounting Examples

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 to be held:

DATE: **THURSDAY, MARCH 7, 2019**

TIME: **11:00 A.M.**

LOCATION: **TARRANT COUNTY ADMINISTRATION BUILDING**
PURCHASING DEPARTMENT CONFERENCE ROOM
100 E. WEATHERFORD STREET, ROOM 303
FORT WORTH, TEXAS 76196-0104

Note: **There is No opportunity for remote attendance of this meeting.**

Tarrant County will not provide copies of RFP documents. Please download and print prior to meeting.

RSVP: Vendors planning to attend the pre-bid conference should RSVP, <u>in writing, via facsimile</u>, no later than 5:00 p.m., Wednesday, March 6, 2019.

Send RSVPs to Brandie Bingham, CPPB, Senior Buyer, 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.

ANNUAL CONTRACT FOR ARTICULATED WHEEL LOADERS

Tarrant County is requesting bids for the **ANNUAL CONTRACT FOR ARTICULATED WHEEL LOADERS, COUNTYWIDE.** All bids must be submitted on the attached Price Forms. Tarrant County will not enter into any contract where the cost is provisional upon such clauses as "escalator" or "cost-plus" clauses.

Original and One (1) Copy
OF
COMPLETED BID PROPOSALS
MUST BE RECEIVED IN THE
TARRANT COUNTY PURCHASING DEPARTMENT
AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76196-0104
ON OR BEFORE MARCH 21, 2019 AT 2:00 P.M.

All bids are due in the Tarrant County 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. "No-Bid" Response to be returned on form included in section under Forms.

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 are sent by mail to the Tarrant County Purchasing Department, the Bidder shall be responsible for actual delivery of the bid to the Tarrant County 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 recommendation of the Tarrant County Purchasing Agent and the approval of Tarrant County Commissioners' Court.

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

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 Tarrant County.

No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the proposal specifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee. Requests from interested bidders for additional information or interpretation of the information included in the specifications should be directed in writing, via facsimile, to:

BRANDIE BINGHAM, CPPB, SENIOR BUYER
FAX: (817) 884-2629

All documents relating to the Bid, including but not limited to, the bid document, questions and 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. No documents will be faxed or emailed after the initial Notice of Intent prior to award. It is the Bidder's 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, Texas time, Monday, March 11, 2019. After the question deadline, all questions and their responses will be posted on the website and available for download by interested parties.

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 Tarrant County 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, or email to SAP-invoices@tarrantcounty.com. In accordance with the Prompt Payment Act, it is the intention of Tarrant County to make payment on completed orders within thirty (30) 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.**

Continuing non-performance of the Vendor in terms of Specifications shall be a basis for the termination of the contract by Tarrant County. Tarrant County shall not pay for work, equipment, or supplies which are unsatisfactory. The Vendor 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 **contract may be terminated** by either party upon written thirty (30) day notice prior to cancellation.

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

Bids may be rejected, among other reasons, for any of the following specific reasons:

1. Bids containing any inconsistencies.
2. 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 (1) Bid for the work contemplated.
3. Bidder being interested in any litigation against Tarrant County.
4. Bidder being in arrears on any existing contract or having defaulted on a previous contract
5. Lack of competency as revealed, including but not limited to, by a financial statement, experience and equipment and questionnaires
6. Uncompleted work, which in the judgment of Tarrant County, will prevent or hinder the prompt completion of additional work, if awarded.
7. Bidders shall not owe delinquent property tax in Tarrant County.
8. Limited competition.

It is the Bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders bid non-responsive. Failure to complete and submit all required forms, including but not limited to References, Compliance With Federal and State Laws Form, 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 Section 552.136, Texas Government Code. Notice will be sent to you pursuant to Section 552.305 of the Texas Government Code should Tarrant County receive an open records request to inspect your bid. This notice will allow you to assert any objections to the release of confidential information in response to an open records request. It is your responsibility to assert any objections to the release of your bid in response to an open records request. Tarrant County cannot argue on your behalf that the information contained in your bid is exempt from public release. 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 Bidder. 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 Bidder to determine the full extent of the exposures.

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

TO THE EXTENT PERMITTED BY LAW, VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD TARRANT COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (I) VENDOR'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF VENDORS, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

VENDOR(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

VENDOR(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS, AND PAY ALL TAXES, AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. THE SUCCESSFUL VENDOR ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. VENDOR ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.

Prices shall include all charges for freight, F.O.B. destination inside delivered to:

VARIOUS LOCATIONS THROUGHOUT TARRANT COUNTY

Hours of operation shall be between 8:00 a.m. and 4:00 p.m., Monday through Friday.

Delivery date is important to Tarrant County and may be part of the bid and 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 Tarrant County at the specified delivery location. The delivery date indicates a guaranteed delivery to Tarrant County, Texas. Failure of the Vendor to meet guaranteed delivery dates or service performance could affect future County orders.

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

A **packing list** must accompany each shipment and must include but is not limited, to the following:

1. Tarrant County Purchase Order Number
2. Name and address of Vendor
3. Name and address of receiving department
4. Description of material shipped, including item numbers, quantity, etc.

ANNUAL CONTRACT FOR ARTICULATED WHEEL LOADERS

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS:** Vendor(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by the Tarrant County Purchasing Department. At Tarrant County's option and approval by the Vendor, the contract may be renewed for one (1) additional twelve (12) month period, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**

2. **RENEWAL OPTIONS:** Tarrant County reserves the right to exercise an option to renew the contract of the Vendor for one (1) additional twelve (12) month period, provided such option is stipulated and agreed upon by both parties. If Tarrant County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. Required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Tarrant County may rescind its option or seek a new solicitation.

3. **SECONDARY/ALTERNATE AWARD:** Secondary or Alternate Vendors serve in a backup capacity only. In the event the Primary is unable to honor the terms and conditions of the contract, the Secondary Vendor(s) may be called. If the Secondary Vendor is unable to honor the terms and conditions of the contract the Alternate Vendor(s) may be called. The Primary Vendor is the first contact. Use of the Secondary or Alternate Vendor(s) must be approved, in writing, by the Tarrant County Purchasing Agent or his designee.

A. In the event the Secondary or Alternate Vendors are called upon, they will offer the materials and services at their awarded price(s), or better. Any attempt to increase their awarded price(s) may be cause to remove the Vendor from the contract. Calling upon the Secondary or Alternate Vendors does not necessarily affect the status of any awarded Vendor, including the Primary Vendor.

B. If a Secondary or Alternate Vendor represents themselves as the Primary Vendor without written authorization from the Tarrant County Purchasing Agent, or his designee, the Secondary or Alternate Vendor may be removed from the contract.

C. Would you, as the Vendor, be willing to accept a Secondary or Alternate Award based on the above?

_____Yes _____No

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. **COOPERATIVE PURCHASING:** Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among governmental entities that participate in its Cooperative Purchasing Program. Cooperative Purchasing can be a great benefit to Tarrant County vendors by providing an avenue to offer materials and services to participating entities. A current list of participating entities is included in this solicitation and an up-to-date list can be found on the Tarrant County website.

A. Should other Governmental Entities decide to participate in this contract, would you, as the Vendor, agree that all terms, conditions, specifications, and pricing would apply? **A "NO" answer could result in complete rejection of bid**.

_____Yes _____No

1) If you, the Bidder, checked Yes, the following will apply:

a) Governmental Entities utilizing Intergovernmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials and services under the contract(s) awarded because of the solicitation. All purchases by Governmental Entities other than Tarrant County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Tarrant County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material and services as needed.

b) Delivery to governmental entities located within Tarrant County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Tarrant County shall be negotiated between the Vendor and each governmental entity.

c) Tarrant County utilizes County Purchase Orders as its primary means of encumbering funds and pays for goods and services utilizing Vendor invoices. In the event Governmental Entities utilizing Inter-Governmental Contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the Vendor to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the Vendor.

d) Vendor(s) awarded contract(s) resulting from bid will be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information should be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County.

ANNUAL CONTRACT FOR ARTICULATED WHEEL LOADERS

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

1. Alamo Heights ISD
2. Allen ISD
3. Alvord ISD
4. Anna Fire Department
5. Anderson County
6. Aransas County
7. Arlington ISD
8. Armstrong County
9. Atascosa County
10. Aubrey ISD
11. Bastrop County
12. Bell County
13. Benbrook Water Authority
14. Bethany Spec Utility Dist
15. Bexar County
16. Birdville ISD
17. Blue Ridge Fire Department
18. Bosque County
19. Branch Fire Department
20. Brazoria County
21. Brazos County
22. Briar Volunteer Fire Dept.
23. Brooks County Constables, Precincts 1-4
24. Brown County
25. Bulverde Police Department
26. Burnet County
27. Bynum ISD
28. Cameron County
29. Carroll ISD
30. Carrollton-Farmers Branch ISD
31. Castleberry ISD
32. Cedar Hill ISD
33. Chambers County
34. Cherokee County
35. City of Aledo
36. City of Allen
37. City of Alvord
38. City of Amarillo
39. City of Angleton
40. City of Anna
41. City of Arlington
42. City of Athens
43. City of Aubrey
44. City of Austin
45. City of Azle
46. City of Balch Springs
47. City of Bangs
48. City of Baytown
49. City of Bedford
50. City of Bells
51. City of Benbrook
52. City of Big Spring
53. City of Blue Mound
54. City of Bonham
55. City of Bovina
56. City of Bowie
57. City of Boyd
58. City of Bridge City
59. City of Bridgeport
60. City of Brownwood
61. City of Bryan
62. City of Burkburnett
63. City of Burleson
64. City of Caddo Mills
65. City of Canton
66. City of Carrollton
67. City of Castle Hills
68. City of Cedar Hill
69. City of Cedar Park
70. City of Celeste
71. City of Celina
72. City of Cibolo
73. City of Cleburne
74. City of Cockrell Hill
75. City of Colleyville
76. City of Columbus
77. City of Combine
78. City of Commerce
79. City of Converse
80. City of Coppell
81. City of Copperas Cove
82. City of Corinth
83. City of Corsicana
84. City of Crowley
85. City of Cumby
86. City of Dalworthington Grdn
87. City of De Leon
88. City of Decatur
89. City of Deer Park
90. City of Denison
91. City of Denton
92. City of DeSoto
93. City of Diboll
94. City of Duncanville
95. City of Early
96. City of Eastland
97. City of El Paso
98. City of Electra
99. City of Emory
100. City of Escobares
101. City of Euless
102. City of Everman
103. City of Farmers Branch
104. City of Farmersville
105. City of Ferris
106. City of Floresville
107. City of Floydada
108. City of Forest Hill
109. City of Forney
110. City of Fort Worth
111. City of Frisco
112. City of Gainesville
113. City of Galena Park
114. City of Galveston
115. City of Ganado
116. City of Garland
117. City of Gatesville
118. City of Georgetown
119. City of Glen Heights
120. City of Godley
121. City of Granbury
122. City of Grand Prairie
123. City of Grand Saline
124. City of Grapevine
125. City of Greenville
126. City of Haltom City
127. City of Haslet
128. City of Heath
129. City of Hitchcock
130. City of Horizon City
131. City of Hudson Oaks
132. City of Huntsville
133. City of Hurst
134. City of Hutchins
135. City of Hutto
136. City of Ingleside
137. City of Irving
138. City of Italy
139. City of Jacksboro
140. City of Jonestown
141. City of Jefferson
142. City of Keene
143. City of Keller
144. City of Kennedale
145. City of Kermit
146. City of Killeen
147. City of Krum
148. City of Kyle
149. City of La Vernia
150. City of Lake Dallas
151. City of Lake Worth
152. City of Lancaster
153. City of Laredo
154. City of League City
155. City of Leander
156. City of Lewisville
157. City of Lindale
158. City of Little Elm
159. City of Littlefield
160. City of Live Oak
161. City of Lubbock
162. City of Lucas
163. City of Lufkin
164. City of Lumberton
165. City of Mansfield
166. City of Marshall
167. City of McAllen
168. City of McKinney
169. City of Melissa
170. City of Merkel
171. City of Mesquite
172. City of Midlothian
173. City of Mineola
174. City of Mineral Wells
175. City of Morgan's Point Resort
176. City of Murphy
177. City of Nacogdoches
178. City of Nederland
179. City of New Braunfels
180. City of North Richland Hills

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

181. City of Odessa
182. City of Ovilla
183. City of Palestine
184. City of Parker
185. City of Pasadena
186. City of Pelican Bay
187. City of Perryton
188. City of Pharr
189. City of Plano
190. City of Port Isabel
191. City of Poteet
192. City of Pottsboro
193. City of Princeton
194. City of Ralls
195. City of Red Oak
196. City of Rhome
197. City of Richardson
198. City of Richland Hills
199. City of River Oaks
200. City of Roanoke
201. City of Robinson
202. City of Rockwall
203. City of Round Rock
204. City of Rowlett
205. City of Royse City
206. City of Runaway Bay
207. City of Rusk
208. City of Sachse
209. City of Saginaw
210. City of San Angelo
211. City of San Benito
212. City of San Marcos
213. City of Sanger
214. City of Sansom Park
215. City of Seagoville
216. City of Sherman
217. City of Sour Lake
218. City of Southlake
219. City of Southmayd
220. City of Springtown
221. City of Stephenville
222. City of Sulphur Springs
223. City of Taft
224. City of Taylor
225. City of Temple
226. City of Terrell
227. City of Texarkana, AR
228. City of Texarkana, TX
229. City of The Colony
230. City of University Park
231. City of Van Alstyne
232. City of Venus
233. City of Vernon
234. City of Waco
235. City of Watauga
236. City of Waxahachie
237. City of Weatherford
238. City of Westworth Village
239. City of White Settlement
240. City of Whitesboro
241. City of Whitewright
242. City of Wills Point
243. City of Wilmer
244. City of Winnsboro
245. City of Wylie
246. Clay County
247. Clear Creek ISD
248. Cleburne ISD
249. Cochran County
250. Collin County
251. Collin County Community College District
252. Comal County
253. Cooke County
254. Coryell County
255. Cottondale Vol Fire Dept
256. Crowley ISD
257. Dallas County
258. Dallas/Fort Worth International Airport Board
259. Dallas ISD
260. Decatur ISD
261. Denison ISD
262. Denton County
263. Denton County Fresh Water Supply Dist No. 1-A
264. Denton ISD
265. DeSoto ISD
266. Diana Special Utility District
267. Duncanville ISD
268. Duval County
269. Eagle Mountain-Saginaw ISD
270. East Texas Council of Govs.
271. Ector County
272. Ector County ISD
273. Eddy County, NM
274. El Paso County
275. El Paso County Hospital District dba University Medical Center of El Paso
276. Electra ISD
277. Ellis County
278. Erath County
279. Everman ISD
280. Fannin County
281. Floyd County
282. Fort Bend County
283. Fort Bend County ESD#2
284. Fort Worth Housing Authority
285. Fort Worth ISD
286. Fort Worth Transp Authority
287. Franklin County
288. Freestone County
289. Frisco ISD
290. Grand Prairie ISD
291. Grandview Police Dept.
292. Grapevine\Colleyville ISD
293. Grayson County
294. Gregg County
295. Grimes County
296. Guadalupe County
297. Hardin County
298. Harris Cnty Emg Svcs Dist #7
299. Harris Cnty Emg Svcs Dist #10
300. Harris Cnty Emg Svcs Dist #24
301. Harrison County
302. Hawkins ISD
303. Hays County
304. Heart of Texas Regional MHMR Center
305. Henderson County
306. Hill County
307. Hood County
308. Hopkins County
309. Housing Authority of the City of Austin
310. Humble ISD
311. Hunt County
312. Hurst Euless Bedford ISD
313. Hutchinson County
314. Idea Public Schools
315. Irving ISD
316. Jack County
317. Jasper County
318. Jefferson County
319. Jefferson Cnty Drain. Dist. #7
320. Jim Wells County
321. Johnson County
322. Johnson County SUD
323. Karnes County
324. Kaufman County
325. Kaufman ISD
326. Keller ISD
327. Kennedale ISD
328. Kerens ISD
329. Kinney County
330. Krum ISD
331. Lake Dallas ISD
332. Lake Worth ISD
333. Lamar County
334. Lamb County
335. Lampasas County
336. Lavon Police Department
337. Leon County
338. Leonard ISD
339. Lewisville ISD
340. Limestone County
341. Little Elm ISD
342. Lovejoy ISD
343. Lowry Crossing Vol Fire Dept
344. Lubbock County
345. Mansfield ISD
346. Maverick County
347. McKinney ISD
348. McLennan County
349. McLennan Comm. College
350. Marilee Special Utility Dist.
351. Medina Valley ISD
352. MHMR of Tarrant County
353. Midland County
354. Midland ISD
355. Midway ISD
356. Milam County

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

357. Mills County
358. Montgomery County
359. Montgomery County Emg Svcs Dist No. 10 (ESD 10)
360. Montgomery Cnty Hosp Dist.
361. Mount Pleasant Police Dept.
362. Mount Vernon Police Dept.
363. Nacogdoches County
364. Navarro County
365. Nevada Vol. Fire Dept.
366. New Caney ISD
367. Nolan County
368. Normangee ISD
369. North Central Texas Council of Governments
370. North Texas Municipal Water District
371. North Texas Tollway Auth
372. Northwest ISD
373. Nueces County
374. Olton Police Department
375. Orange County
376. Orange Cnty Drainage Dist
377. Palo Pinto County
378. Panola County
379. Paradise ISD
380. Parker County
381. Parker County Emergency Services District 1
382. Parmer County
383. Plano ISD
384. Potter County
385. Public Transit Service of Mineral Wells
386. Quinlan ISD
387. Rains County ESD #1
388. Rancho Viejo Police Dept.
389. Randall County
390. Red Oak ISD
391. Red River County
392. Refugio County
393. Region 9 Education Service Center of Wichita
394. Region 11 Education Service Center (ESC)
395. Richardson ISD
396. Rockwall County
397. Round Rock ISD
398. Sam Rayburn ISD
399. San Jacinto Com Coll Dist.
400. San Patricio County
401. Schleicher County
402. Seabrook Vol Fire Dept.
403. Senior Center Resource and Public Transit, Inc. of Hunt County
404. Seven Points Fire Rescue
405. Sherman ISD
406. Smith County
407. Springtown ISD
408. South Montgomery Fire Dept
409. South Texas College
410. SPAN, Inc.
411. Stephens County
412. Sterling County
413. Stonewall County
414. Tarleton State University
415. Tarrant Appraisal District
416. Tarrant County 9-1-1 Emg Assistance District
417. Tarrant County College District
418. Tarrant County Emergency Services District 1
419. Tarrant County Hosp Dist
420. Tarrant County Workforce Development Board
421. Tarrant Regional Water Dist
422. Taylor County
423. Temple College
424. Terrell ISD
425. Texarkana ISD
426. Texas A&M University at Commerce
427. Texas A&M University-Kingsville
428. Texas A& M University-Texarkana
429. Texas Alcoholic Beverage Commission
430. Texas Dept. of Park/Wildlife
431. Texas Dept. of Public Safety
432. Texas Woman's University
433. The Woodlands Township
434. Titus County
435. TML MultiState Intergov Employee Benefits Pool
436. Tom Green County
437. Town of Addison
438. Town of Argyle
439. Town of Double Oak
440. Town of Edgecliff Village
441. Town of Fairview
442. Town of Flower Mound
443. Town of Hickory Creek
444. Town of Highland Park
445. Town of Lakeside
446. Town of Little Elm
447. Town of Northlake
448. Town of Pantego
449. Town of Pecos City
450. Town of Ponder
451. Town of Prosper
452. Town of Providence Village
453. Town of Sunnyvale
454. Town of Trophy Club
455. Town of Westlake
456. Town of Westover Hills
457. Travis County
458. Travis County Emergency Services District No.6
459. Travis County Healthcare District
460. Trinity River Authority
461. U.S. Marshals Service
462. University of North Texas
463. University of North Texas Health Science Center
464. University of Texas at Arlington
465. University of Texas at Dallas
466. University of TX MD Anderson Cancer Center
467. Upper Trinity Regional Water District
468. Upshur County
469. Upton County
470. Van Alstyne ISD
471. Van Zandt County
472. Vernon ISD
473. Victoria County
474. Waco ISD
475. Walker County
476. Waller County
477. Ward County
478. Weatherford College
479. Weatherford ISD
480. Westminster Fire Dept.
481. Weston Volunteer Fire Dept
482. White Settlement ISD
483. Williamson County
484. Williamson Cnty Emg Svcs Dist #3
485. Wilson County
486. Winkler County
487. Winnsboro isd
488. Wise County
489. Wood County
490. YMCA of Metropolitan Dallas
491. Young County
492. Zapata County

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5. MINIMUM INSURANCE REQUIREMENTS:

A. Vendor 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 approved by 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/Property Damage — $1,000,000 per occurrence/$2,000,000 aggregate

3) Auto Liability:

a. Combined Single Liability (CSL) — $500,000 per occurrence

B. Tarrant 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 Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.

C. Required Provisions:

1) Proof of Carriage of Insurance − All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.

2) All Certificates shall provide Tarrant County with an unconditional thirty (30) days written notice in case of cancellation or any major change.

3) As to all applicable coverage, policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.

4) All copies of the Certificates of Insurance shall reference the project name and solicitation number for which the insurance is being supplied.

5) Vendor 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) If applicable, the 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.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

6. CRIMINAL BACKGROUND CHECK:

A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.

1. Vendor must provide information, including, but not limited to, Employee Name, date of birth, and driver's license number for each individual required to pass a Criminal Background Check.
2. Award of a contract could be affected by Vendor's refusal to agree to these terms.
3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in termination of the contract.
4. The Criminal Background Check applies to the individual and not the Company.
5. Passing status must be maintained by Vendor personnel for duration of the contract.

7. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:

A. The following is only applicable when Vendor is providing Information Technology hosted or cloud solution:

1. **Confidentiality, Integrity, Availability (CIA)**
   Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.
2. **Breach Notification**
   Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.
3. **Data**
   All Tarrant County data will remain in the 48 contiguous United States at all times.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. **Right to Audit**
   Tarrant County reserves the right to audit vendor datacenters which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

8. There is no opportunity for remote attendance at the Pre-Bid Conference. Vendors not allowed to call in to attend this meeting.

Evaluation Criteria will include, but is not limited to the following:

1. Unit Price
2. Delivery
3. Bidder's past performance record with Tarrant County
4. Tarrant County's evaluation of Bidder's ability to perform
5. Tarrant County's experience with products bid
6. Special needs and requirements of Tarrant County
7. Results of testing samples (if needed)

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

Any **catalog, brand name or manufacturer's reference** used is considered to be descriptive -- not restrictive -- and is indicative of the type and quality Tarrant County desires to purchase. Bids on similar items of like quality may 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. Vendor will not be allowed to make unauthorized substitutions after award.

ANNUAL CONTRACT FOR ARTICULATED WHEEL LOADERS

TECHNICAL SPECIFICATIONS

I. PURPOSE

A. Tarrant County is seeking bids to establish an annual contract for articulated wheel loaders as described in the following specification.

II. ARTICULATED WHEEL LOADERS

A. This specification requires the latest production model for the basic unit and any components required to produce the whole equipment unit described within:

1. Articulated Wheel Loader with Pin-On Bucket
2. Articulated Wheel Loader with Disconnect Bucket and 60 inch Forks

B. Bidders may provide bid(s) for equipment units that meets or exceeds the basic specifications for each equipment unit listed in this section.

C. Bids for first run productions will not be accepted under this bid.

D. Bidders <u>must</u> submit the following with their bid:

1. One (1) set of, the latest printed literature
2. Detailed specifications on equipment the Bidder proposes, including items that will be added by dealer prior to delivery.
3. Literature must include an engine chart, showing horsepower and other characteristics.
4. Literature can be printed or via electronic media, i.e. flash drive, memory stick, or link to website.
5. All provided material must be at no cost to Tarrant County.

E. Strobe Lights Installation Requirements:

1. Attachment A includes four (4) example pictures of strobe light installation inside of cab and outside of cab.
2. If the cab does not have a roof overhang, or some type of protection for the lights, then mount them inside the cab, behind the glass.
3. If the cab does have an overhang protection, then mount the light underneath protection, protecting from trees branches.
4. At the time of installation of strobe lights, vendor should contact the buyer for approval before mounting.

III. BASE PRICING

A. Base pricing must include all standard equipment from manufacturer.

B. Deletions of standard equipment shall not be allowed, with the exception of subscriber based services including, but not limited to OnStar and XM radios.

IV. DELIVERY

A. Delivery Time:

1. Delivery time is very important and will be considered during the evaluation process.
2. Bids will be considered non-responsive if the delivery time is not included on the Price Forms.
3. Delivery times stated on Price Form must be consistent with industry standards and not inflated.
4. Delivery time is considered the time from when the purchase order is issued and received by the vendor to when the item is received at Tarrant County location included on the purchase order.
5. Failure to honor stated delivery times may result in any or all of the following actions by Tarrant County at the discretion of the Purchasing Agent:
   a. Tarrant County may terminate the contract with the Vendor for non-performance.
   b. Tarrant County may ban the Vendor from all bidding opportunities for a minimum period of two (2) years.
   c. The only exceptions would be for circumstances outside the control of the Vendor including but not limited to unplanned manufacturing delay, natural disasters and transportation issues. Vendor shall provide notification of such circumstances outside of their control to Tarrant County within twenty-four (24) hours of incident.

B. Delivery to Location:

1. The unit must be made ready for continuous operation upon delivery including, but not limited to the following:
   a. Completely assembled and adjusted per specifications
   b. All equipment, including standard and supplemental equipment must be installed and operational.
2. Equipment must be new, non-refurbished, currently advertised, and meet or exceed the specifications included within.
3. All things essential to the production and delivery of the equipment which these specifications are intended to describe, including those which may not be expressly mentioned, are required and must be furnished by vendor.

C. Equipment Information:

1. Vendor must furnish the following items upon delivery, in the corresponding quantities, bound with durable covers and identified with the manufacturer's name, equipment model identification and serial number of equipment item:

Operator's Manual	two (2) sets
Parts Catalog	one (1) set
Shop Repair Wiring Schematic	one (1) set
Hydraulic Schematic Manual	one (1) set

2. One (1) condensed preventative maintenance instruction schedule, consisting of manufacturer's recommendations for periodic lubrications, inspections and adjustments must also be furnished.
3. Website links are not authorized for the items listed above and the County must be able to retain the information submitted.
4. All manuals, catalogs, schematics and maintenance schedules must be provided at no additional cost.

D. Equipment Supplies:

1. All units must be delivered with a complete set of all required filters including, but not limited to air, lube, fuel, hydraulic and transmission.
   a. Filters must be new and in original packaging.
   b. Filters must be provided at no additional cost.
   c. Air conditioning and fresh air filters must be provided for units with enclosed cabs.
2. All parts and supplies not specifically mentioned that are necessary for units to be complete and ready for operation or are normally furnished as standard equipment must be furnished by the vendor at no additional cost.
3. All parts and supplies must be the same strength, quality and workmanship as the accepted standard of the industry.
4. The only markings to appear on the units shall be trademarks or model designation normally installed by manufacturer.
5. Vendor must not place decals or other markings of any type pertaining to advertisement on the units.

V. FEDERAL AND STATE REQUIREMENTS

A. The units delivered must meet, or exceed all Federal and State of Texas safety, health, lighting, and noise regulations and standards in effect at the time of manufacture.

B. All units must meet or exceed all EPA emission requirements that are in effect on the date of the bid opening.

C. Points and/or credits must not be used in order to meet emission requirements.

D. Each vehicle or piece of equipment must have a temporary license tag affixed to it when required by law.

VI. WARRANTY

A. Provide the following types of warranty information with bid response:

1. Standard Factory Warranty, explain details and cost
2. Extended Factory Warranty, explain details and cost
3. Additional Factory Warranty, explain details and cost
4. Any Extra Warranty, explain details and cost.

B. The awarded vendor must promptly provide the services that the County is entitled to under the terms of the manufacturer's warranty.

C. All warranty work must be completed by qualified repair technicians.

D. Technicians must travel to the Tarrant County Precinct Maintenance Facility requiring warranty service unless otherwise arranged.

E. Should a loaner wheel loader be required while the County owned equipment is out of service, a wheel loader of similar size, and controls must be provided at no extra charge to the County. Both parties must agree in advance on the loaner wheel loader prior to delivery.

VII. VENDOR QUALIFICATIONS

A. Vendor must have been in business selling wheel loaders for the past three (3) years.

B. Vendor must be located within a thirty (30) mile radius of 100 E. Weatherford, Fort Worth, Texas 76102.

C. Vendor must be a full service dealer capable of all service and repairs including warranty work.

D. The references provided must be able to provide information on the specific products and equipment the bidder is providing bids for.

VIII. EVALUATION AND AWARD

A. Award(s) shall be made to the three (3) lowest responsible bidders who meet or exceed all bid specifications for each unit.

B. Award shall be based on the total base bid for each unit.

C. Field demonstrations may be requested by the County prior to, and/or during evaluation.

D. Demonstrations must be available at a location in the Fort Worth/Dallas area without cost to the County.

IX. ORDER PROCESSING

A. Awarded vendor(s) must notify Tarrant County Purchasing when the cut-off date for submitting orders for the current year model.

B. Order Placement:

1. If the requirement is for a base unit with the required features as stated in these specifications, including the additional optional packages specified on the Price Forms and no other options or requirements exist; the order will be placed with the lowest of the three (3) awarded vendors. Consideration can be given to delivery times.

2. If additional optional items are needed, each of the three (3) awarded vendors will be contacted and the order will be placed with the lowest response with the best delivery time. Again, delivery times can be considered.

3. In all cases both pricing and delivery can be considered when determining which vendor to place the order with.
4. Vendors are NOT required to submit optional pricing with their bid, unless specifically asked for in this specification.
5. Awarded Vendor must not process orders without receiving a purchase order number from the buyer.

C. Order Confirmation:

1. Upon receipt of purchase order vendor shall have five (5) business days to confirm receipt of order via email to buyer listed on the purchase order.
2. Confirmation of receipt of order must include the estimated delivery date.
3. It is imperative that Tarrant County be kept updated on the order status.

X. ESTIMATED QUANTITIES

A. Quantities indicated on the Price Forms are estimates based upon the best available information.

B. The County reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price.

XI. COOPERATIVE PURCHASES

A. Governmental entities utilizing inter-governmental contracts with Tarrant County will be eligible, but not obligated to purchase necessary materials, equipment, units, and supplies under the contract awarded as a result of this solicitation.

B. All purchases by governmental entities other than Tarrant County will be billed directly to that governmental entity and paid by that governmental entity.

C. Tarrant County will not be responsible for another governmental entity's debts.

D. Each governmental entity will order their own materials as needed and under their own procedures.

ANNUAL CONTRACT FOR ARTICULATED WHEEL LOADERS

TECHNICAL SPECIFICATIONS

ITEM 1: ARTICULATED WHEEL LOADER WITH PIN ON BUCKET

		DESCRIPTION	CAN YOU MEET OR EXCEED?	
I.	**DIMENSIONS**			
	A.	Overall length, with bucket, 25 ft. 3 in., maximum	Yes _____	No _____
	B.	Overall width over the tires 8 ft. 4 in. (not including bucket), minimum	Yes _____	No _____
	C.	Overall height of cab, 10 ft. 11 in., maximum	Yes _____	No _____
	D	Ground clearance, 15 in., minimum	Yes _____	No _____
	E.	Wheel Base, 9ft. 11 in., maximum	Yes _____	No _____
	F.	Turning Radius, CENTER of outside of tire, 17 ft. 8 in., maximum	Yes _____	No _____
	G.	General Purpose Pin on Bucket Capacity, Struck Capacity, 3 cubic yard, and Bolt-On cutting edges, minimum	Yes _____	No _____
	H.	Overall width of bucket, 9 ft. 0 in., maximum	Yes _____	No _____
	I.	Static tipping load; straight 22,282 lbs. minimum	Yes _____	No _____
	J.	Static tipping load; full turn 19,006 lbs. minimum	Yes _____	No _____
	K.	Breakout Force 26,537 lbs. minimum	Yes _____	No _____
	L.	Operating Weight of machine, 30,448 lbs. minimum	Yes _____	No _____
	M.	Dump clearance, 45 degree, Full Height, 9 ft. 2 in. minimum	Yes _____	No _____
II.	**ENGINE AND ACCESSORIES**			
	A.	6 Cylinder, Turbo Charge, Direct Diesel Injection, Tier IV engine	Yes _____	No _____
	B.	Engine Horsepower, ISO, 164, at 1,800 RPM, minimum	Yes _____	No _____
	C.	Dual-Stage, Dry-Type Air Cleaner	Yes _____	No _____
	D.	Air Intake, Centrifugal pre-cleaner	Yes _____	No _____

TECHNICAL SPECIFICATIONS

ITEM 1: ARTICULATED WHEEL LOADER WITH PIN ON BUCKET

		DESCRIPTION	CAN YOU MEET OR EXCEED?	
II.	**ENGINE AND ACCESSORIES, CONT.**			
	E.	Fuel Filter, and Water Separator filter	Yes _____	No _____
	F.	Fuel Primer Pump	Yes _____	No _____
	G.	Fuel Tank Capacity of 12 hours minimum	Yes _____	No _____
	H.	Remote Drain ports	Yes _____	No _____
	I.	Extended Life Antifreeze	Yes _____	No _____
	J.	24 volt electrical system, with 90 amps minimum alternator	Yes _____	No _____
	K.	Remote Jump Start terminal	Yes _____	No _____
	L.	Automatic Engine Shutdown	Yes _____	No _____
	M.	Emergency Shut Down Switch	Yes _____	No _____
	N.	High Capacity, Heavy Duty Radiator	Yes _____	No _____
	O.	Hydraulic, reversible, variable speed cooling fan, which folds out for easy cleaning and service	Yes _____	No _____
III.	**DRIVE TRAIN, SUSPENSION, AND TIRES**			
	A.	Four Wheel Drive	Yes _____	No _____
	B.	Hydrostatic Auto Shift Transmission, Electronic controls	Yes _____	No _____
	C.	Four (4) forward gears, minimum	Yes _____	No _____
	D.	Three (3) reverse gears, minimum	Yes _____	No _____
	E.	Travel Speeds 0 – 23 MPH, minimum	Yes _____	No _____

TECHNICAL SPECIFICATIONS

ITEM 1: ARTICULATED WHEEL LOADER WITH PIN ON BUCKET

		DESCRIPTION	CAN YOU MEET OR EXCEED?	
III.	**DRIVE TRAIN, SUSPENSION, AND TIRES, CONT.**			
	F.	Traction Control to limit wheel slippage	Yes _____	No _____
	G.	Ride Control, speed sensitive, that cushion shock to boom lift arm, reduces load spillage, and fatigue to the operator, while traveling and on rough terrain	Yes _____	No _____
	H.	Tires, R20.5 X R25, L-3 pattern, or approved equal	Yes _____	No _____
	I.	Parallel Lift Z – Bar Linkage	Yes _____	No _____
IV.	**STEERING, BRAKES, AND HYDRAULICS**			
	A.	Full Hydraulic Steering, 40 degree steering angle, each direction	Yes _____	No _____
	B.	Hydraulic Pump that has priority dedicated to Power Steering	Yes _____	No _____
	C.	Service Brakes, Wet-disc, self-adjusting	Yes _____	No _____
	D.	Parking Brake, Wet multi-disc, Spring-Engaged, Hydraulically Released	Yes _____	No _____
	E.	Hydraulic tank capacity of 21 gallons minimum	Yes _____	No _____
	F.	Heavy-Duty Hydraulic Cooler	Yes _____	No _____
	G.	Dual Action Lift and Tilt Cylinders	Yes _____	No _____
	H.	Return to Dig, Float positions	Yes _____	No _____
	I.	Tilt-Back, Hold, and Dump bucket tilt positions	Yes _____	No _____
	J.	Raise, Hold, Lower, and Dump bucket raise positions	Yes _____	No _____
	K.	Simultaneous Lift / Tilt, Lower, and roll back functions	Yes _____	No _____
	L.	Bucket Automatic Kick Out	Yes _____	No _____

TECHNICAL SPECIFICATIONS

ITEM 1: ARTICULATED WHEEL LOADER WITH PIN ON BUCKET

	DESCRIPTION	CAN YOU MEET OR EXCEED?	
V.	**OPERATOR INSTRUMENT MONITOR**		
A.	Tachometer	Yes _____	No _____
B.	Speedometer	Yes _____	No _____
C.	Hour Meter	Yes _____	No _____
D.	Fuel / DEF Meter	Yes _____	No _____
E.	Engine Oil with alarm	Yes _____	No _____
F.	Coolant Temperature with alarm	Yes _____	No _____
G.	Charging System	Yes _____	No _____
H.	Hydraulic Oil Temperature	Yes _____	No _____
I.	HST Oil Temperature	Yes _____	No _____
J.	Traction Level	Yes _____	No _____
K.	Parking Brake	Yes _____	No _____
VI.	**OPERATOR CAB**	Yes _____	No _____
A.	Fully enclosed cab, R.O.P.S.		
B.	Heavy Suspension, Adjustable seat, with arm rest	Yes _____	No _____
C.	Adjustable Steering Column	Yes _____	No _____
D.	Sun Visor	Yes _____	No _____
E.	AM / FM Radio	Yes _____	No _____
F.	Factory HVAC with window defroster	Yes _____	No _____

TECHNICAL SPECIFICATIONS

ITEM 1: ARTICULATED WHEEL LOADER WITH PIN ON BUCKET

		DESCRIPTION	CAN YOU MEET OR EXCEED?	
VI.	**OPERATOR CAB, CONT.**			
	G.	Interior Rear mirror	Yes _____	No _____
	H.	Windshield Wipers / Wet Washer	Yes _____	No _____
	I.	Storage Box inside cab	Yes _____	No _____
	J.	Safety tinted Window Glass	Yes _____	No _____
	K.	Strobes, Two (2) Whelen ION, Series LED, P/N IONA, bracket mount, or P/N IONSMA, surface mount, Mounted on, or in the cab, one facing forward, one facing rearwards, without operator sight blockage, or reflection of strobes lights in operator eyes (See attachment for more details, and pictures of recommended examples for Item 1)	Yes _____	No _____
	L.	12 volt power port	Yes _____	No _____
	M.	Rear View Camera with dedicated monitor	Yes _____	No _____
	N.	Joystick bucket controls, with F-N-R switch	Yes _____	No _____
	O.	Single Lever F-N-R Colum controls	Yes _____	No _____
	P.	Control for Bucket or Forks, for auto leveling	Yes _____	No _____
	Q.	Control for Boom positioner	Yes _____	No _____
	R.	Control for Bucket positioner	Yes _____	No _____
	S.	Control for Return to Dig	Yes _____	No _____
	T.	Control for Programmable Kick Out	Yes _____	No _____
	U.	Control Bucket Float	Yes _____	No _____
	V.	Emergency Shutdown Switch	Yes _____	No _____

TECHNICAL SPECIFICATIONS

ITEM 1: ARTICULATED WHEEL LOADER WITH PIN ON BUCKET

		DESCRIPTION	CAN YOU MEET OR EXCEED?	
VII.	**LIGHTS**			
	A.	Work Lights	Yes _____	No _____
	B.	Road Lights	Yes _____	No _____
	C.	Turn Signals	Yes _____	No _____
	D.	Hazard Lights	Yes _____	No _____
	E.	Back Up Lights	Yes _____	No _____
	F.	2 Strobe Lights, Whelen ION LED, (See VI – K)	Yes _____	No _____
VIII.	**EXTERIOR EQUIPMENT**			
	A.	Skid resistant Entry Steps, with grab rail	Yes _____	No _____
	B.	Ground Level Cab Door Release	Yes _____	No _____
	C.	Vandalism protection, locking, engine, transmission, battery, cab, fuel, radiator, toolbox, and disconnect electrical switch	Yes _____	No _____
	D.	Articulation Bar	Yes _____	No _____
	E.	Heavy Counter Weight	Yes _____	No _____
	F.	Recovery hitch and pin	Yes _____	No _____
	G.	Auto Grease System	Yes _____	No _____
	H.	Two (2) Rear View Mirrors (Both side of cab)	Yes _____	No _____
	I.	Power Disconnect Switch	Yes _____	No _____

TECHNICAL SPECIFICATIONS

ITEM 1: ARTICULATED WHEEL LOADER WITH PIN ON BUCKET

IX. EXCEPTIONS

A. List any exceptions to these specifications where “NO” was answered.

B. Failure on the part of the bidder to comply with any and all requirements or conditions of this specification will subject vendors bid to being rejected.

C. No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated as a part of the bid.

D. Any exception MUST be specifically stated by bidder as an exception and a detailed statement completely defining exception(s) MUST accompany bid.

E. If an item required is not offered by manufacturer and must be added by dealer prior to delivery please provide explanation of this type of exception.

F. If manufacturer’s literature does not specifically state any of the required specifications then a statement must be included on letterhead stating if that specification is included.

TECHNICAL SPECIFICATIONS

ITEM 2: ARTICULATED WHEEL LOADER, DISCONNECT BUCKET

		DESCRIPTION	CAN YOU MEET OR EXCEED?
I.	**DIMENSIONS**		
	A.	Overall length with disconnect coupler and bucket 25 ft. 9 in., maximum	Yes _____ No _____
	B.	Overall width over the tires 8 ft. 4 in. (not including bucket), minimum	Yes _____ No _____
	C.	Overall height of cab 10 ft. 11 in., maximum	Yes _____ No _____
	D.	Ground clearance, 15 in., minimum	Yes _____ No _____
	E.	Wheel Base, 9ft. 11 in., maximum	Yes _____ No _____
	F.	Turning Radius, CENTER of outside tire, 17 ft. 8 in., maximum	Yes _____ No _____
	G.	General Purpose Disconnect Bucket, Struck Capacity, 2.9 cubic yard with Bolt-On cutting edges, minimum	Yes _____ No _____
	H.	Overall width of bucket 9ft. 0 in., maximum	Yes _____ No _____
	I.	Static tipping load; straight 21,928 lbs. minimum	Yes _____ No _____
	J.	Static tipping load; full turn 18,683 lbs. minimum	Yes _____ No _____
	K.	Breakout Force 27,131 lbs. minimum	Yes _____ No _____
	L.	Operating Weight of machine, 30,852 lbs. minimum	Yes _____ No _____
	M.	Dump clearance, 45 degree, Full Height, 9 ft. 1 in. minimum	Yes _____ No _____
II.	**ENGINE AND ACCESSORIES**		
	A.	6 Cylinder, Turbo Charge, Direct Diesel Injection, Tier IV engine	Yes _____ No _____
	B.	Engine Horsepower ISO, 164, at 1,800 RPM, minimum	Yes _____ No _____
	C.	Dual-Stage, Dry-Type Air Cleaner	Yes _____ No _____
	D.	Air Intake, Centrifugal pre-cleaner	Yes _____ No _____

TECHNICAL SPECIFICATIONS

ITEM 2: ARTICULATED WHEEL LOADER, DISCONNECT BUCKET

	DESCRIPTION	CAN YOU MEET OR EXCEED?	
II.	**ENGINE AND ACCESSORIES, CONT.**		
E.	Fuel Filter, and Water Separator filter	Yes _____	No _____
F.	Fuel Primer Pump	Yes _____	No _____
G.	Fuel Tank Capacity of 12 hours minimum	Yes _____	No _____
H.	Remote Drain ports	Yes _____	No _____
I.	Extended Life Antifreeze	Yes _____	No _____
J.	24 volt electrical system, with 90 amps, minimum, alternator	Yes _____	No _____
K.	Remote Jump Start terminal	Yes _____	No _____
L.	Automatic Engine Shutdown	Yes _____	No _____
M.	Emergency Shut Down Switch	Yes _____	No _____
N.	High Capacity, Heavy Duty Radiator	Yes _____	No _____
O.	Hydraulic, reversible, variable speed cooling fan, which folds out for easy cleaning and service	Yes _____	No _____
III.	**DRIVE TRAIN, SUSPENSION, and TIRES**		
A.	Four Wheel Drive	Yes _____	No _____
B.	Hydrostatic Auto Shift Transmission, Electronic controls	Yes _____	No _____
C.	Four (4) Forward gears, minimum	Yes _____	No _____
D.	Three (3) Reverse gears, minimum	Yes _____	No _____
E.	Travel Speeds 0 – 23 MPH, minimum	Yes _____	No _____

TECHNICAL SPECIFICATIONS

ITEM 2: ARTICULATED WHEEL LOADER, DISCONNECT BUCKET

		DESCRIPTION	CAN YOU MEET OR EXCEED?	
III.	**DRIVE TRAIN, SUSPENSION, and TIRES, CONT.**			
	F.	Traction Control to limit wheel slippage	Yes _____	No _____
	G.	Ride Control, speed sensitive, that cushion shock to boom lift arm, reduces load spillage, and fatigue to the operator, while traveling and on rough terrain	Yes _____	No _____
	H.	Tires, R20.5 X R25, L-3 pattern, or approved equal	Yes _____	No _____
	I.	Parallel Lift Z – Bar Linkage	Yes _____	No _____
IV.	**STEERING, BRAKES, and HYDRAULICS**			
	A.	Full Hydraulic Steering, 40 degree steering angle, each direction	Yes _____	No _____
	B.	Hydraulic Pump that has priority dedicated to Power Steering	Yes _____	No _____
	C.	Service Brakes, Wet-disc, self-adjusting	Yes _____	No _____
	D.	Parking Brake, Wet multi-disc, Spring-Engaged, Hydraulically Released	Yes _____	No _____
	E.	Parking Brake, Wet multi-disc, Spring-Engaged, Hydraulically Released	Yes _____	No _____
	F.	Heavy-Duty Hydraulic Cooler	Yes _____	No _____
	G.	Dual Action Lift and Tilt Cylinders	Yes _____	No _____
	H.	Return to Dig, Float positions	Yes _____	No _____
	I.	Tilt-Back, Hold, and Dump bucket tilt positions	Yes _____	No _____
	J.	Raise, Hold, Lower, and Dump bucket raise positions	Yes _____	No _____
	K.	Simultaneous Lift / Tilt, Lower, and roll back functions	Yes _____	No _____
	L.	Bucket Automatic Kick Out	Yes _____	No _____

TECHNICAL SPECIFICATIONS

ITEM 2: ARTICULATED WHEEL LOADER, DISCONNECT BUCKET

	DESCRIPTION	CAN YOU MEET OR EXCEED?	
V.	**OPERATOR INSTRUMENT MONITOR**		
A.	Tachometer	Yes _____	No _____
B.	Speedometer	Yes _____	No _____
C.	Hour Meter	Yes _____	No _____
D.	Fuel / DEF Meter	Yes _____	No _____
E.	Engine Oil with alarm	Yes _____	No _____
F.	Coolant Temperature with alarm	Yes _____	No _____
G.	Charging System	Yes _____	No _____
H.	Hydraulic Oil Temperature	Yes _____	No _____
I.	HST Oil Temperature	Yes _____	No _____
J.	Traction Level	Yes _____	No _____
K.	Parking Brake	Yes _____	No _____
VI.	**OPERATOR CAB**		
A.	Fully enclosed cab, R.O.P.S.	Yes _____	No _____
B.	Heavy Suspension, Adjustable seat, with arm rest	Yes _____	No _____
C.	Adjustable Steering Column	Yes _____	No _____
D.	Sun Visor	Yes _____	No _____
E.	AM / FM Radio	Yes _____	No _____
F.	Factory HVAC with window defroster	Yes _____	No _____
G.	Interior Rear mirror	Yes _____	No _____
H.	Windshield Wipers / Wet Washer	Yes _____	No _____

TECHNICAL SPECIFICATIONS

ITEM 1: ARTICULATED WHEEL LOADER WITH PIN ON BUCKET

	DESCRIPTION	CAN YOU MEET OR EXCEED?
VI.	**OPERATOR CAB, CONT.**	
I.	Storage Box inside cab	Yes _____ No _____
J.	Safety tinted Window Glass	Yes _____ No _____
K.	Strobes, Two (2) Whelen ION, Series LED, P/N IONA, bracket mount, or P/N IONSMA, surface mount, Mounted on, or in the cab, one facing forward, one facing rearwards, without operator sight blockage, or reflection of strobes lights in operator eyes (See attachment for more details, and pictures of recommended examples for Item 2).	Yes _____ No _____
L.	12 volt power port	Yes _____ No _____
M.	Rear View Camera with dedicated monitor	Yes _____ No _____
N.	Joystick bucket controls, with F-N-R switch	Yes _____ No _____
O.	Single Lever F-N-R Colum controls	Yes _____ No _____
P.	Control for Bucket or Forks, for auto leveling	Yes _____ No _____
Q.	Control for Boom positioner	Yes _____ No _____
R.	Control for Bucket positioner	Yes _____ No _____
S.	Control for Return to Dig	Yes _____ No _____
T.	Control for Programmable Kick Out	Yes _____ No _____
U.	Control Bucket Float	Yes _____ No _____
V.	Emergency Shutdown Switch	Yes _____ No _____
W.	Operator – Selectable enable/disable Implement Function	Yes _____ No _____

TECHNICAL SPECIFICATIONS

ITEM 1: ARTICULATED WHEEL LOADER WITH PIN ON BUCKET

		DESCRIPTION	CAN YOU MEET OR EXCEED?	
VII.	**LIGHTS**			
	A.	Work Lights	Yes _____	No _____
	B.	Road Lights	Yes _____	No _____
	C.	Turn Signals	Yes _____	No _____
	D.	Hazard Lights	Yes _____	No _____
	E.	Back Up Lights	Yes _____	No _____
	F.	2 Strobe Lights, Whelen ION LED, (See VI – K)	Yes _____	No _____
	G.	Back Up Alarm	Yes _____	No _____
VIII.	**EXTERIOR EQUIPMENT**			
	A.	Skid resistant Entry Steps, with grab rail	Yes _____	No _____
	B.	Ground Level Cab Door Release	Yes _____	No _____
	C.	Vandalism protection, locking, engine, transmission, battery, cab, fuel, radiator, toolbox, and disconnect electrical switch	Yes _____	No _____
	D.	Articulation Bar	Yes _____	No _____
	E.	Heavy Counter Weight	Yes _____	No _____
	F.	Recovery hitch and pin	Yes _____	No _____
	G.	Auto Grease System	Yes _____	No _____
	H.	Two (2) Rear View Mirrors (Both side of cab)	Yes _____	No _____
	I.	Power Disconnect Switch	Yes _____	No _____
IX.	**FORKS, DISCONNECT**		Yes _____	No _____
	A.	60 inch Tine length, Heavy Duty	Yes _____	No _____
	B.	Forks Weight Rating will meet the performance specifications listed for loader	Yes _____	No _____

TECHNICAL SPECIFICATIONS

ITEM 1: ARTICULATED WHEEL LOADER WITH PIN ON BUCKET

X. EXCEPTIONS

A. List any exceptions to these specifications where “NO” was answered.

B. Failure on the part of the bidder to comply with any and all requirements or conditions of this specification will subject vendors bid to being rejected.

C. No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated as a part of the bid.

D. Any exception MUST be specifically stated by bidder as an exception and a detailed statement completely defining exception(s) MUST accompany bid.

E. If an item required is not offered by manufacturer and must be added by dealer prior to delivery please provide explanation of this type of exception.

F. If manufacturer’s literature does not specifically state any of the required specifications then a statement must be included on letterhead stating if that specification is included.

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

Historically underutilized businesses (HUBs), also known 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.

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

Businesses 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.

Statutory bid limit 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 does recognize other agencies' certifications. 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 bid notifications 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 Tarrant County 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 meeting specifications as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

A. The Tarrant County 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)
Amended: Court Order 127875 (June 19, 2018)

ANNUAL CONTRACT FOR ARTICULATED WHEEL LOADERS

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 Price 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.

Tarrant 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
Statewide HUB Program
1711 Jacinto Blvd.
PO Box 13047
Austin, Texas 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, Texas 76011
(817) 640-0606

If your company is already certified, attach a copy of the 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

REFERENCES

Please list three (3) references, **other than past or present employees of Tarrant County**, who can verify your performance as a Vendor. Performance includes, but is not limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine Vendor's ability to provide the intended goods or service of the bid. Tarrant County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Vendor's company provides and that the Bidder has completed a project of similar size and scope of work in this response. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

Failure to supply required references will deem the bid as non-responsive and will not be considered for award.

Bidder involvement with reference checks is not permitted. Only Tarrant County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH BID!

ANNUAL CONTRACT FOR ARTICULATED WHEEL LOADERS

REFERENCES

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH BID!

SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Bidder, agrees this bid becomes the property of Tarrant County after the official opening.

The undersigned affirms that the Bidder 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 that may be incidental to the work, before submitting a bid.

The undersigned agrees, on behalf of Bidder, that if the bid is accepted, Bidder will furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid 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 Tarrant County 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.

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

Signature _____X

Authorized Representative

LEGAL NAME AND ADDRESS OF COMPANY:

_____ Date _____

_____ Name _____

_____ Title _____

Tel. No. _____ FAX No. _____

E-Mail Address: _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____ Tel. No. _____

THIS FORM MUST BE SIGNED.

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

Did you sign and submit all required forms?

If not, your Bid will be rejected!

ANNUAL CONTRACT FOR ARTICULATED WHEEL LOADERS

COMPANY IS:

Business included in a Corporate Income Tax Return? _____YES _____NO

_____Corporation organized & existing under the laws of the State of _____

_____Partnership consisting of _____

_____Individual trading as _____

_____Principal offices are in the city of _____

DUNS Number: _____

CAGE Code: _____

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Bid in response to this solicitation, the Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

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

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.

Effective September 1, 2017, Bidder verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Bidder further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

Signature _____X

THIS FORM MUST BE SIGNED.

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

ANNUAL CONTRACT FOR ARTICULATED WHEEL LOADERS

AFFIRMATIONS/FORMS/DOCUMENTS

✓Check Indicates Completion	
	1. **<u>References</u>.** Bidder has provided references, **other than Tarrant County.** References must be able to verify the quality of service the company provides and that the company has completed a project of similar size and scope of work in this bid.
	2. **<u>Signatures</u>.** All forms requiring a signature must be signed. Bids not signed will be rejected.
	3. **<u>Price Forms</u>.** All sections of Price Forms have been completed.
	4. Bidder has acknowledged Secondary/Alternate Award and Cooperative Purchasing opportunities in the Special Terms and Conditions on pages 7 and 8.
	5. **<u>Insurance Certificates (If required)</u>.** Bidders must submit all Insurance Certificates prior to commencement of work. If no insurance requirements specified, mark N/A.
	6. **<u>Addenda</u>.** When applicable, Bidder acknowledges receipt of all Addenda and any revised Forms. Bidder must sign and submit any required signature forms.
	7. **It is the Bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders bid non-responsive.** Failure to complete and submit all required forms, including but not limited to References, Compliance With Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.
	8. Bidder has read, understands, and agrees to Tarrant County's Criminal Background Check requirements.
	9. **Accuracy for all mathematical and numerical entries is the sole responsibility of the Bidder.** Tarrant County will not be responsible for errors made by the Bidder.
	10. Bidder's company is registered on TVORS (Tarrant Vendor On-Line Registration System).

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

AFFIRMATIONS/FORMS/DOCUMENTS

✓Check Indicates Completion	
	11. Bidder has sealed and marked the envelope with the Company Name, RFB Number, Bid Title, and due date.
	12. Bidder must submit the following with their bid: a. One (1) set of, the latest printed literature b. Detailed specifications on equipment the bidder proposes, including items that will be added by dealer prior to delivery. c. Literature must include an engine chart, showing horsepower and other characteristics. d. Literature can be printed or via electronic media, i.e. flash drive, memory stick, or link to website. e. All provided material must be at no cost to Tarrant County.
	13. Bidder has included detailed explanation of all deviations or exceptions to specifications either on the form provided or in a separate document.
	14. Bidder has included all warranty terms for all types of warranty offered per specifications.

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

NO-BID RESPONSE

In the event that your organization chooses not to submit a bid/proposal for this solicitation, the Tarrant County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids/proposals in order to better serve the taxpayers of Tarrant County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- ☐ Project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other (please specify).

_____

_____

_____

_____

_____

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to:

Tarrant County Purchasing Department
100 E. Weatherford, Suite 303
Fort Worth, TX 76196-0104

ANNUAL CONTRACT FOR ARTICULATED WHEEL LOADERS

PRICE FORMS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE
1.	**Articulated Wheel Loader with Pin-On Bucket, per specifications**	0 – 5	$ _____
	Make and Model Bid: _____		
	Delivery Time After Receipt of Order: _____		
	Warranty Terms (*per specifications in Section VI, on page 18):*		
	Standard Manufacturer's Warranty:_____		
	Extended Manufacturer's Warranty:_____		$ _____
	Additional Manufacturer's Warranty:_____		$ _____
	Any Extra Warranty:_____		$ _____

PLEASE INCLUDE A DESCRIPTIVE BROCHURE WITH BID.

ANNUAL CONTRACT FOR ARTICULATED WHEEL LOADERS

PRICE FORMS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE
2.	**Articulated Wheel Loader with Disconnect Bucket and 60 inch Forks, per specifications**	0 – 5	$ _____
	Make and Model Bid: _____		
	Delivery Time After Receipt of Order: _____		
	Warranty Terms (*per specifications in Section VI, on page 18):*		
	Standard Manufacturer's Warranty:_____		
	Extended Manufacturer's Warranty:_____		$ _____
	Additional Manufacturer's Warranty:_____		$ _____
	Any Extra Warranty:_____		$ _____

PLEASE INCLUDE A DESCRIPTIVE BROCHURE WITH BID.

Please cut out and affix to the outside of your response package:

TARRANT COUNTY
SEALED BID/PROPOSAL/RESPONSE

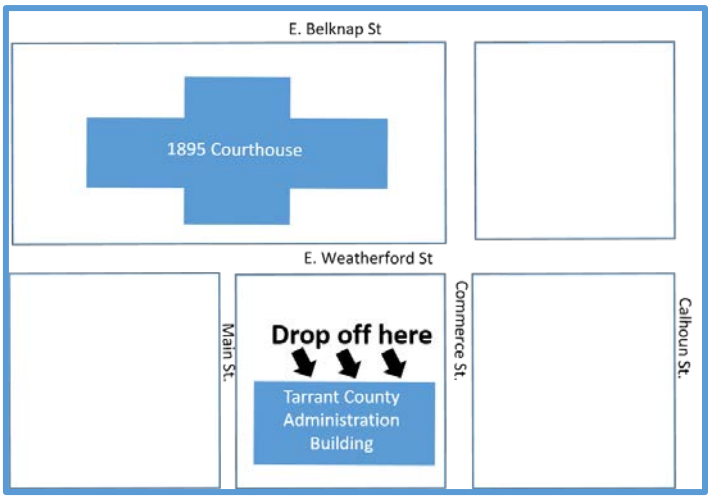
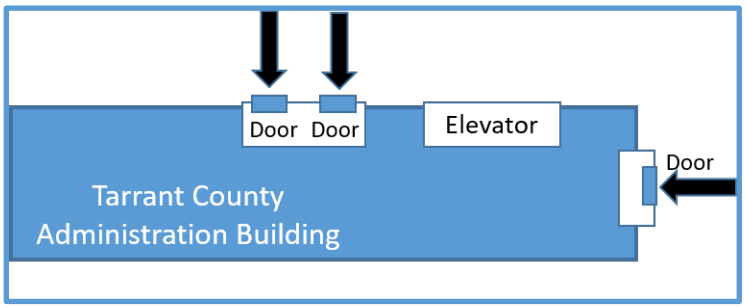
RFB No. 2019-131

Annual Contract for Articulated Wheel Loaders

Due Date: MARCH 21, 2019 at 2:00 P.M.

Tarrant County Administration Building
ATTN: Purchasing Department
100 E. Weatherford St., Third Floor, Suite 303
Fort Worth, Texas 76102

Street View



Building View