

Policies and Procedures

# Tarrant County PURCHASING

October 16, 2018

## TABLE OF CONTENTS

INTRODUCTION .....	i
DEFINITION OF TERMS .....	iii
SECTION 1.....Statement of General Policy .....	1
SECTION 2.....Purchasing Code of Ethics.....	2
SECTION 3.....Purchasing Authority and Policy.....	4
SECTION 4.....Authority and Responsibilities of Purchasing Agent .....	6
SECTION 5.....General Purchasing Policy.....	8
SECTION 6.....Specifications.....	32
SECTION 7.....Requisitioning Process.....	34
SECTION 8.....Procedures for Purchases Under \$50,000 .....	37
SECTION 9.....Competitive Bidding Requirements for Purchases Exceeding \$50,000.....	39
SECTION 10.....Competitive Proposals for Insurance, High Technology Goods and Services Exceeding \$50,000 .....	44
SECTION 11.....State Contract and TXMAS Catalog Purchases .....	48
SECTION 12.....Purchasing of Professional Services .....	54
SECTION 13.....Construction Purchasing.....	58
SECTION 14.....Sheriff's Department Procedure for Purchase of Goods, Materials, and Services with State/Federal Forfeiture Funds .....	69
SECTION 15.....Sheriff's Department Interim Procedure for Purchase of Goods, Materials, and Supplies with Commissary Funds.....	71
SECTION 16.....Procedures for Purchase of Parts and Services for Central Garage .....	72
SECTION 17.....Exemptions to the Competitive Bid Process.....	75
SECTION 18.....Renewal of Equipment Leases and Maintenance Contracts .....	80
SECTION 19.....Receipt of Goods (including <i>Goods</i> vs. <i>Services</i> PO's).....	82
SECTION 20.....Procurement Card Policy/Procedures .....	85
SECTION 21.....Historically Underutilized Business (HUB).....	95
SECTION 22.....Debarment and Suspension.....	99
SECTION 23 .....Training.....	101
SECTION 24.....Best and Final Offer (BAFO) .....	102
SECTION 25.....County Owned Assets .....	105
SECTION 26.....Disclosure of Interested Parties (HB 1295) .....	114

## **INTRODUCTION**

The Tarrant County Purchasing Department is a member of the administrative services team of Tarrant County. The County Purchasing Agent is charged with the responsibility of assuring fair and equitable treatment to all vendors without regard to political pressure or discrimination based on race, color, religion, national origin, handicap, or sex.

It is the duty of this department to furnish supplies, equipment, and services to the various departments and elected officials in the required quality and quantity, at the best possible price. Tarrant County Purchasing also holds the responsibility of providing County taxpayers with concise information about methods by which their money is expended.

These tasks are accomplished by standardization and competitive bidding based on adequate specifications, whenever practicable.

In addition, the Purchasing Agent serves as the County's DBE Officer and is active in certification efforts locally.

To assist the Purchasing Agent, an assistant and a professional staff that includes Senior Contracts Administrators, Senior Buyers, Buyers, a Purchasing Software Specialist, and a top-notch clerical staff have been assembled. In addition to solicitation of formal sealed bids, requests for proposals, requests for offers, requests for qualifications, and quotations, this team is responsible for the following:

1. Auctions of Surplus Property
2. Cooperative Purchasing Agreements
3. Physical Inventory of Fixed Assets
4. Maintaining Surplus Property Warehouse
5. Maintaining all vehicle/equipment titles
6. DBE Program
7. Maintaining contractors' Workers Compensation Insurance file

This manual contains the authorized procedures for purchasing by County officials and employees. These procedures are adopted by the Tarrant County Commissioners Court, and changes in the contents of this manual shall be made only by the Commissioners Court.

Texas Local Government Code Chapter 262 governs county purchasing procedures and these statutes, including interpretations of them made by Texas courts, are the ultimate authority on the validity of purchasing procedures. Because the procedures described in this manual are based on state law, this manual, in many instances, contains language taken directly from statutes; and paraphrases of and broad generalizations about Texas statutory law have been included where appropriate to assist in applying the law in routine situations. This manual cannot address every situation and, when an unusual situation occurs or a difficult legal problem arises, the exact statutory language must be reviewed and analyzed. In every situation, the final authority for County purchasing procedures is the Commissioners Court.

This manual has been adopted by the Commissioners Court for the use of Tarrant County employees and officials and is designed to assist them in complying with the laws governing County purchasing procedures.

The Purchasing Department is committed to promoting effective, professional, and consistent procurement in Tarrant County as well as supporting the public precept that tax dollars be wisely spent.

A purchasing manual should not be viewed as static, since purchasing procedures in Tarrant County will change as needed, particularly about paper processes and new legislation.

## DEFINITIONS OF TERMS

Advertisement or Advertise – A public legal notice put in a newspaper of general circulation containing information about an Invitation for Bid or a Request for Proposal.

Amendment – A document used to change the terms and/or conditions of a Solicitation.

Annual Term Contract – A recurring contract for goods or services, usually in effect for a 12-month period.

Auditor – Tarrant County Auditor and the designated representatives.

BAFO – Best and Final Offer

Bidders List – A computerized database of vendors who have signified in writing an interest in submitting bids for particular categories of goods and services.

### BONDS

Bid Bond – A guarantee that promises the bid will not be withdrawn prior to contract award. Normally it is five percent (5%) of the highest amount bid and is in the form of a financial guarantee provided by a surety; however, it can be cashiers or certified checks, or . Bonds of unsuccessful bids are returned after award. Bond of successful bidder is retained until the contract is executed and any necessary payment/performance bonds are submitted and accepted. If the successful bidder refuses to execute the contract or submit proper payment and performance bonds, then the bid bond is “called” for the difference between their bid and that of the next low responsive responsible bidder, up to the penal amount of 5% of the bond.

Payment Bond – A guarantee that promises payment to subcontractors and suppliers on a contract during performance. It must be submitted prior to any work. It is normally one hundred percent (100%) of the contract price and is in the form of a financial guarantee provided by a surety, but can be cashier’s or certified checks, or . It is normally maintained until expiration of any required warranty. If the contractor fails to pay subcontractors and suppliers, then the payment bond is “called” for the amount of non-payment.

Performance Bond – A guarantee that promises that the contract will be performed as required. It must be submitted prior to any work. Normally it is one hundred percent (100%) of the contract price and is in the form of a financial guarantee provided by a surety, but can be cashier’s or certified checks, or . It is normally maintained until expiration of any required warranty. If the contractor fails to perform and complete the contract as required, then the performance bond is “called” for the amount required to complete the contract. A surety that provides a bond may be permitted to “take over” a failed or defaulted contract.

Change Order – A document used in construction contracts that changes the contract by increasing or decreasing the cost or time for performance, or changes the goods/services to be delivered.

Commissioners Court – Tarrant County Commissioners Court.

Competitive Bidding – Letting available vendors compete with each other to provide goods and services.

Competitive Proposal Process – Letting available vendors compete with each other to provide goods and services in compliance with Texas Local Government Code Chapter 262.

Component Purchases – Purchasing a series of component parts of goods that normally would have been purchased as a whole.

Contract – A formal, written agreement executed by the County and a vendor, containing the terms and conditions under which goods and services are to be furnished to the County. A contract, when properly signed by the authorized County representatives, is a commitment for County funds.

County – Tarrant County, Texas.

County Attorney – Tarrant County District Attorney or the designated representatives.

County Clerk – Tarrant County Clerk or the designated representatives.

Customers – The County departments.

Department – All County and precinct offices and subdivisions of them, as well as district offices and subdivisions when the purchase is even partially funded by County money.

Designee – Individual Purchasing Department employee given the authority as an additional agent to the Purchasing Agent to perform County business.

Disadvantaged Business Enterprise (DBE) – A business in which at least 51% ownership is represented by one or more persons who have been historically underutilized (socially disadvantaged) because of their identification as being African American, Hispanic American, Asian-Pacific American, Native American, or Women.

Emergency Purchase – A purchase that is needed because of an emergency condition as described in Texas Local Government Code Section 262.024(a)(1).

Employee – Any County or precinct elected official, appointed official, or employee and any district elected official, appointed official, or employee when the purchase will be partially funded with County money.

Executive Manager – Any executive manager and any person authorized to act on their behalf.

Formal Competitive Bidding – The bidding process in compliance with Texas Local Government Code Section 262.023, which requires approval by the Commissioners Court.

Goods – Includes any personal property to be purchased by the County, including equipment, supplies, material, and component or repair parts.

Invitation for Bid or IFB – Specifications and formal bidding documents requesting pricing for a specified good and service that has been advertised for bid in a newspaper.

Items Less Than \$50,000 – Purchases of goods and services that are accounted for in the County Commodity Code Inquiry listing, and purchases of goods and services from a single vendor in a single purchase as defined in the County Purchasing Act.

Lease – A contract for the use of personal property for a period of time for a specified compensation.

Lowest Responsible Bid – The offer from the responsible bidder who submits the lowest and best bid meeting all requirements of the specifications, terms, and conditions of the invitation for bid. It expressly is understood that the lowest responsible bid includes any related costs to the County in a total cost concept. The term “responsible” refers to the financial and practical ability of the bidder to perform the contract, and takes into consideration the past performance of the vendor.

Material Group – A means of classifying goods and services with a unique group number assigned to each description.

Material Master Record – Provides a unique number for each material maintained in the SAP database (not all ordered materials are maintained in SAP).

Modification – A document used to change the terms and conditions of a contract.

Occupant Department – The department that will use the goods and services when the purchase or construction is completed, which may be different from the user department.

Official – Any elected or appointed official and any person authorized to act on their behalf.

Pre-Bid/Proposal Conference – A conference conducted by the Purchasing Department for the benefit of those wishing to submit a bid or proposal for services/supplies required by the County. This is held in order to allow bidders/proposers to ask questions about the proposed contract and particularly the contract specifications.

Professional Services Procurement Act – There are three (3) kinds of professional Services specified and allowable in this act:

1. Professional services specified in the Professional Services Procurement Act that require an individual with specified skills.
2. Professional services not specified in the Professional Services Procurement Act. These services include a wide variety of individuals with specialized skills. The Purchasing Agent must rely on the Attorney General and specific court cases.
3. Attorneys that are approved by the Tarrant County Civil District Attorney.

Prompt Payment Act – Texas Government Code 2251.021(B) TIME FOR PAYMENT BY GOVERNMENTAL ENTITY, states a payment by a governmental entity under a contract executed on or after September 1, 1987, is overdue on the 31<sup>st</sup> day after the later of: (1) the date the governmental entity receives the goods under the contract; (2) the date the performance of the services under the contract is completed; or (3) the date the governmental entity receives an invoice for the goods or services.

Proprietary Information – Information in bids or proposals to which the vendor claims ownership or exclusive rights and which is protected from disclosure under the Texas Public Information Act (Texas Local Government Code, Chapter 552 ).

Purchase Order – An order by the Purchasing Department for the purchase of goods/services written on the Tarrant County standard Purchase Order form and, when accepted by the vendor without qualifications within the specified time limit, becomes a contract. It is the vendor's authority to deliver and invoice for goods/services specified, and the County's commitment to accept the goods/services for an agreed upon price.

Purchase Requisition – A request by a department to the Purchasing Department that authorizes Purchasing to enter into a contract with a vendor to purchase goods/services and charge the expenditure to the appropriate department budget. This automated form is for internal use and cannot be used by a department to order material directly from a vendor.

Purchasing – The act, function, and responsibility for the acquisition of goods/services, including construction and professional services.

Purchasing Act – Chapter 262, Subchapter C of the Texas Local Government Code that governs the conduct of purchasing activity for counties.

Purchasing Agent – The purchasing agent for the County who reports to the Purchasing Board and the designated representatives.

Purchasing Board – A board comprised of three (3) district judges and two (2) County Commissioners who are responsible for appointing the Purchasing Agent and approving the department's budget.

Purchasing Department – Tarrant County Purchasing Department and its staff.

Request for Services or RFS – A document that requests information about qualifications and details of service to be provided, and costs for services that the Commissioners Court orders exempt in compliance with Texas Local Government Code, Section 262.024(a)(4).

Request for Offer or RFO – A process for soliciting offers from three (3) catalog vendors authorized by the General Services Commission pursuant to Texas Government Code, Chapter 2157, and negotiating with them for the best value and purchase in the best interests of Tarrant County.

Request for Proposal or RFP – A document requesting an offer be made by a vendor, which allows for negotiation after a proposal has been received, but before award of the contract for goods/services procured in compliance with Texas Local Government Code, Section 262.0295 or 262.030.

Request for Qualifications or RFQ – A document that requests details about the qualifications of professionals whose services must be obtained in compliance with the Professional Services Procurement Act.

SAP – Tarrant County Enterprise Management System that includes the Purchasing module.

Sealed Bids – Competitive bids required to be advertised in a newspaper and submitted to the Purchasing Department in a sealed envelope.

Separate Purchases – Purchases made in a series of separate purchases of goods/services that, in normal purchasing practices, would have been made in one purchase.

Sequential Purchases – Purchases made over a period of time that, in normal purchasing practices, would be made as one purchase.

Services – Includes all work or labor performed for the County on an independent contractor basis, including maintenance, construction, manual, clerical, personal, or professional services.

Sole Source Good or Service – A good or service that can be obtained from only one source that is purchased in compliance with Texas Local Government Code, Section 262.024(a)(7).

Solicitation – A document—such as an invitation to bid, request for proposal, request for offers, or request for qualifications—issued by the Purchasing Department. This document contains terms and conditions for a contract, and it seeks (solicits) a bid or proposal for goods/services needed by the County.

Specifications – A concise description of a good or service that an entity seeks to buy and the requirements the vendor must meet in order to be considered for the award. A specification may include requirements for testing, inspection, preparing an item for delivery, and preparation or installation for it to be used. The specification is the total description of the item to be purchased.

User Department – The department from whose budget line item the contract will be paid.

Vendor – One who sells something; a “seller.”

**Section 1**

**STATEMENT OF GENERAL POLICY**

It is the policy of Tarrant County that all purchasing shall be conducted strictly based on economic and business merit in accordance with both state and federal law. In addition to price, the County will:

1. Provide the best service possible to all County departments in a fair and equitable manner;
2. Ensure an atmosphere of equality to all vendors without regard to undue influence or political pressure;
3. Protect the interests of the Tarrant County taxpayers in all expenditures.

Tarrant County intends to maintain a cost effective purchasing system conforming to good management practices. To be successful, the system must be backed by proper attitudes and cooperation of not only every department head and official, but also every supervisor and employee of Tarrant County. The establishment and maintenance of a good purchasing system is possible only through cooperative effort.

The responsibility of purchasing ultimately rests with the Commissioners Court. The Purchasing Agent, as an agent of the Commissioners Court, aids in the purchasing process, but is subject to the Court's direction as to reasonable specifications and maximum prices on the items to be purchased. The Purchasing Agent, as authorized by the Commissioners Court, shall instruct departments and agencies as to the various rules and procedures needed to fulfill the Purchasing Agent's duties.

The purchasing process is not instantaneous. Time is required to complete the steps required by State law. In order to accomplish timely purchasing of products and services at the least cost to Tarrant County, all departments must cooperate fully. Prior planning and the timely submission of requisitions are essential to expedite the purchasing process and to ensure that the process is orderly and lawful.

**Section 2**

**PURCHASING CODE OF ETHICS POLICY**

It is the policy of Tarrant County that the following ethical principles will govern the conduct of every employee involved directly or indirectly in the County procurement process.

**RESPONSIBILITY TO COUNTY**

Employees will avoid any activities that would compromise or give the perception of compromising the best interests of Tarrant County. Employees will not use confidential proprietary information for actual or anticipated personal gain.

**CONFLICT OF INTEREST**

Employees will avoid any activity that would create a conflict between personal interests and the interests of Tarrant County. Conflicts exist in any relationship where an employee is not acting in the County's best interest and may be acting in their own best interests or the interests of someone associated with them. Such conflicts of interest would include being involved in any procurement activity in which:

1. The employee or any member of the employee's family has any financial interest pertaining to the Tarrant County procurement process;
2. A business or organization in which the employee, or any member of the employee's family, has a financial interest pertaining to the Tarrant County procurement process;  
or
3. Any other person, business, or organization with whom the employee or a member of the employee's family is negotiating or has any arrangement concerning prospective employment.

If any such conflicts of interest exist, the employee will immediately notify the Purchasing Agent in writing and will remove himself/herself from the Tarrant County procurement process.

**PERCEPTION**

Employees will avoid any appearance of unethical or compromising practices in all relationships, actions, and communications.



**GRATUITIES**

Employees will never solicit or accept money, loans, gifts, favors, or anything of value, from present or potential vendors that might influence or appear to influence any purchasing decision. Generally, edible goods with a value of \$50.00 or less are acceptable if shared with the entire staff and will not offend this prohibition unless it appears to influence a purchasing decision. If anyone is in doubt whether a transaction complies with this policy, the individual should disclose the transaction to the Purchasing Agent for interpretation.

**CONFIDENTIAL INFORMATION**

Employees will keep all proponents and vendors' proprietary information confidential. Employees will keep Tarrant County procurement information obtained from an RFP, RFQ, or RFO confidential as long as that vendor information is retained by Tarrant County to the extent allowed by state and federal law.

### Section 3

## PURCHASING AUTHORITY AND POLICY

### **PURCHASING LAWS**

It is the policy of Tarrant County, acting through its duly appointed Purchasing Agent, to comply fully with all purchasing laws and amendments passed by the Texas State Legislature

### **PURCHASING POLICY**

The Commissioners Court has directed the Purchasing Agent to provide a centralized purchasing structure.

The Purchasing Office—as well as officials, managers, and employees—will provide to all responsible vendors an equitable and competitive access to the County procurement process. Further, County purchasing will be conducted in a manner that will promote and foster public confidence in the integrity of the County procurement process.

The County Purchasing Policy is to:

1. Seek the best quality, lowest priced goods and services available that meet the needs and delivery requirements of Tarrant County personnel;
2. Provide all responsible vendors and contractors, including DBE's, with equitable access to servicing the needs of Tarrant County and its personnel through the competitive bidding of goods and services;
3. Comply with all federal and state laws that apply to County purchasing and with the policies and procedures in this manual;
4. Manage all County assets and inventory so that replacement costs are minimized and Tarrant County can account for those assets; and
5. Dispose of all surplus, salvage, seized, and abandoned property in a manner that provides the most benefit to the taxpayers of the County and complies with the law.

### **APPLICATION**

The Purchasing Act applies to all departments: all district, County, precinct officials, employees, and subdivisions of all district, County, and precinct offices.

The Purchasing Agent must purchase or lease all goods and services, including maintenance and repair, for all departments.

The Purchasing Agent must do all of the purchasing for all officials, County managers, and employees—including the purchasing for all precinct employees.



**AUTHORITY**

These policies and procedures are adopted by the County Purchasing Agent and approved by the Commissioners Court acting in its capacity as the governing body of Tarrant County, Texas.

Tarrant County adopts these policies and procedures under the authority of Texas Local Government Code, Chapter 262.

**EFFECTIVE DATE**

These policies and procedures will become effective upon approval by the Commissioners Court.

## Section 4

### AUTHORITY AND RESPONSIBILITIES OF THE PURCHASING AGENT

#### **APPOINTMENT**

The Legislature created a Purchasing Board to oversee a centralized purchasing structure and has given the Purchasing Department that mission. The Purchasing Board is composed of three (3) District Judges and two (2) County Commissioners. The Purchasing Board appoints the Purchasing Agent for Tarrant County for a two-year term and has the authority to approve the budget for this office.

#### **AUTHORITY**

The Purchasing Agent shall purchase all goods required or used, and contract for all repairs to property used by the County or a department or employee, except purchases and contracts required by law to be made on competitive bid. Authority to make County purchases required by law to be competitively bid resides in the Commissioners Court. The Purchasing Agent merely facilitates that process and makes a recommendation to the Court for actual award and purchase. A person other than the Purchasing Agent or designee may not make the purchase of the goods or make the contract for repairs except as specifically authorized by state law.

The Purchasing Agent shall supervise all purchases made on competitive bid and shall see that all purchased goods are delivered to the proper department in accordance with that contract.

A purchase made by the Purchasing Agent shall be paid for by a warrant drawn by the Auditor on funds in the County Treasury provided by law. The Auditor may not draw and the County Treasury may not honor a warrant for purchase unless the purchase is made by the Purchasing Agent or on competitive bid as provided by law.

#### **INVENTORY**

On July 1 of each year, the Purchasing Agent shall file an inventory of all property on hand belonging to the County and in use by each department and employee. The Auditor shall examine the inventory and make an accounting for all property purchased or previously inventoried and not appearing on the inventory.

#### **TRANSFER OF ASSETS**

Subject to the Commissioners Court approval, to prevent unnecessary purchases, the Purchasing Agent shall recommend the transfer of County property or goods that are not needed from a department or employee, to another department or employee requiring the goods or use of them. The Purchasing Agent will furnish to the Auditor a list of transferred goods.

**VIOLATION AND PENALTY**

Any person who knowingly violates or authorizes the violation of the Purchasing Act, and any County or precinct employees failing to use the Purchasing Agent for purchases—including an agent or employee of the County or of a department of the County—commits a crime punishable by Chapter 262, Texas Local Government Code.

**ADDITIONAL RESPONSIBILITIES**

In addition, the responsibilities of the Purchasing Agent shall be to:

1. Develop, implement, and manage the DBE program for Tarrant County;
2. Develop, implement, and maintain a Fixed Asset Management System;
3. Encourage and support compliance with Texas purchasing laws;
4. Work in conjunction with the Auditor and other County officials in the development of efficient financial processes;
5. Promote local business participation in Tarrant County procurement processes; and
6. Provide the business community a central professional link to County business.

**Section 5**

**GENERAL PURCHASING POLICY**

**GENERAL INFORMATION**

Tarrant County will not be obligated to purchase goods that are delivered for use on a trial basis or not purchased by the Purchasing Department.

The following strategies that are employed with the intention of avoiding formal competitive bidding are in violation of the law (Texas Local Government Code, Section §262.023):

1. Component Purchases – Purchasing a series of component parts or goods that would normally be purchased complete.
2. Separate Purchases – Purchasing goods or services in a series of separate purchases that, in normal purchasing practices, would have been made in one purchase.
3. Sequential Purchases – Purchases made over a period of time that, in normal purchasing practices, would be made as one purchase.

Any commitment to acquire goods or services without an authorized purchase order is prohibited. Anyone obligating an expenditure of funds for goods or services prior to securing a purchase order may be held personally responsible for the payment. All such purchases may be considered a donation to Tarrant County.

Employees must never purchase goods or services for their own personal benefit.

**ADDITIONAL RESPONSIBILITIES**

Departments must be cognizant of budget balances and refrain from trying to process requisitions in excess of their balances unless the proper transfer of funds has been accomplished. Purchase requisitions for which there is not adequate funding will not be processed.

Departments should plan purchases in order to keep emergency purchase requisitions to a minimum. Tarrant County seldom realizes any economic benefits from hastily processed requisitions. In most cases, vendors attempt to charge premium prices for goods or services when the Purchasing Department is not allowed the proper time to explore all sources.

The Purchasing Department is totally committed to processing all purchase requisitions within a reasonable time frame.

Departments must provide the Purchasing Department ample time to process any purchase requests:

1. On all purchases that are less than \$50,000, departments should allow a two to three (2-3) week time frame;
2. On all purchases that are over \$50,000, departments should allow a six to eight (6-8) week time frame.

Departments must assure that all employees involved in making departmental purchase requests have read and understand the procedures in this manual.

The Purchasing Department must review all purchase requests and ensure they are descriptive and specific, but do not prevent competitive bidding for comparable goods.

Since there is no central receiving location in the County, each department is responsible for receiving goods and services. Departments should make Purchasing aware of any shortage, late delivery, damaged merchandise, or any other problem relating to the vendor's performance. A simple written explanation, if possible, can be placed in the bid file for future consideration at the time contracts are brought to the Commissioners Court for award.

It is hoped that departments understand and appreciate that the nature of public purchasing is to review and consider all purchase requests in order to promote competitive bidding.

### **CONSIDERATION OF SAFETY RECORDS**

In determining who is a responsible bidder, the Commissioners Court may take into account the safety record of the bidder, of the firm, partnership, or institution represented by the bidder, or of anyone acting for such a firm, corporation, partnership, or institution. This consideration can only occur if:

1. the Commissioners Court has adopted a written definition and criteria for accurately determining the safety record of a bidder;
2. the governing body has given notice to prospective bidders in bid specifications that the safety record of a bidder may be considered in determining the responsibility of the bidder; and
3. the determinations are not arbitrary and capricious.

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**STANDARD CONTRACT TERMS AND CONDITIONS (EXAMPLE)**

Text of the specifications document for Request for Bid is as follows:

Tarrant County is requesting bids for the **ANNUAL CONTRACT FOR \_\_\_\_\_** the \_\_\_\_\_ **DEPARTMENT**. 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.

**BY MAIL VIA US POSTAL SERVICE**  
**ORIGINAL AND ONE (1) COPY**  
OF  
COMPLETED BID  
MUST BE RECEIVED IN THE  
TARRANT COUNTY PURCHASING DEPARTMENT  
AT 100 E. WEATHERFORD, SUITE 303  
FORT WORTH, TEXAS 76196-0104  
ON OR BEFORE \_\_\_\_\_, 2018 AT 2:00 P.M.

**BY COURIER, FEDERAL EXPRESS, UPS**  
**ORIGINAL AND ONE (1) COPY**  
OF  
COMPLETED BID  
MUST BE RECEIVED IN THE  
TARRANT COUNTY PURCHASING DEPARTMENT  
AT 100 E. WEATHERFORD, SUITE 303  
FORT WORTH, TEXAS 76102  
ON OR BEFORE \_\_\_\_\_, 2018 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:**

**BUYER NAME, CERTIFICATIONS, TITLE, ETC.**  
**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, \_\_\_\_\_ day, \_\_\_\_\_, 2018. 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](mailto: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:

**INSERT LOCATION**

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.

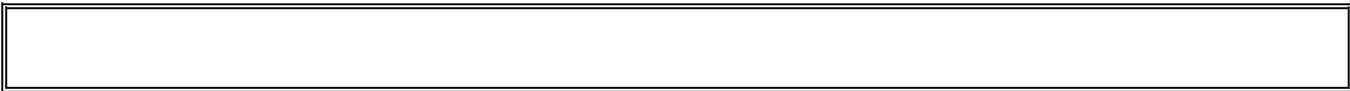
Tarrant County reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Vendor fails to furnish the materials by the guaranteed date, Tarrant County reserves the right to cancel the order without liability on its part.

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.

**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(s), 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(s), 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.

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[CURRENT LIST OF PARTICIPATING ENTITIES  
TO BE INSERTED HERE.]

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**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**

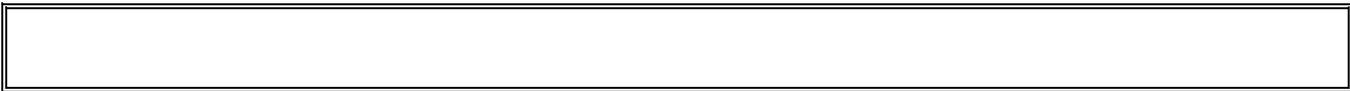
6. **CRIMINAL BACKGROUND CHECK:**

- 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.
  - 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.

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\* INSERT TECHNICAL SPECIFICATION PAGE(S) HERE

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**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

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**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.

<b>REFERENCE ONE</b>
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GOVERNMENT/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

<b>REFERENCE TWO</b>
----------------------

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_



**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 RESPONDENT:**

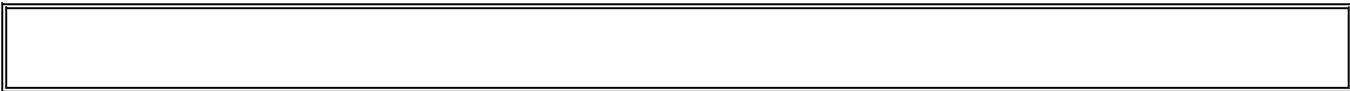
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Tel. No. \_\_\_\_\_ FAX No. \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**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!**



**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!**



**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).

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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

[STANDARD CONTRACT TERMS AND CONDITIONS – (EXAMPLE)]

Text of the specifications document for Request for Proposal is as follows:

Tarrant County is soliciting proposals for \_\_\_\_\_.

**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 \_\_\_\_\_, 2018 AT 2:00 P.M.**

**All proposals are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All proposals must be clearly marked with the Proposal Number, the name of the company submitting the proposal package, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Original proposal must be clearly marked "ORIGINAL" and contain all original signatures. "No-Bid" response to be returned on form included in section under Forms.**

**Any proposal received after the date and hour set for Proposal opening will not be accepted. Respondent will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at Respondent's expense, or destroyed with written authorization of the Respondent.**

If Proposals are sent by mail to the Tarrant County Purchasing Department, the Respondent shall be responsible for actual delivery of the Proposal package to the Tarrant County Purchasing Department before the date and hour set for Proposal opening. 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 Proposal opening, proposals thus delayed will not be considered and will be disposed of as authorized.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, Proposals become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendations 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 proposal. 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 proposals 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 proposers for additional information or interpretation of the information included in the specifications should be directed in writing to:

**BUYER NAME, TITLE**

**FAX: (817) 884-2629**

All documents relating to this proposal including but not limited to, the proposal document, questions and their responses, addenda and special notices will be posted under the proposal number on the Tarrant County website and available for download by interested parties. No documents will be faxed or emailed after the initial Notice of Intent prior to award. **It is the Respondent's sole responsibility to review this site and retrieve all related documents prior to the Proposal due date.**

**The deadline for receipt of all questions is 12:00 (Noon), Fort Worth, Texas time, \_\_\_\_\_ day, \_\_\_\_\_, 2018. After the question deadline, all questions and their responses will be posted on the website and available for download by interested parties.**

**All Proposal Response Forms and questionnaires must be fully completed and included in your response. Detailed specifications have been provided, and any deviations or exceptions must be referenced on the designated response forms that have been provided. Unless deviations are specifically stated herein, benefits will be provided according to the specifications at no additional charge.**

Proposal is issued in compliance with County Purchasing Act, Section 262.030. Negotiations may be conducted with responsible Respondent(s) who submit Proposals determined to be reasonably susceptible of being selected for award.

**It is the Respondent's sole responsibility to print and review all pages of the Proposal document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide signature on this form renders Proposal 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 Proposal.

**CONFIDENTIALITY:** Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Texas Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "**CONFIDENTIAL INFORMATION**" and **EACH PAGE** must be marked "**CONFIDENTIAL INFORMATION.**" Tarrant County will make every effort to protect these papers from public disclosure as outlined in Texas Local Government Code, Section 262.030(c).

The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Tarrant County is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to a Proposal is "confidential" will not be treated as such if Tarrant County receives a request for a copy of the Proposal. Tarrant County will of course make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information per the procedure outlined in Texas Government Code Section 552.305. Notice to your company under Section 552.305 may be sent via either certified mail or e-mail using the contact information provided by you on the signature form. Please be advised that Tarrant County cannot and will not make an agreement to withhold information from the public contrary to Tarrant County's responsibilities under the Act.

Additionally, to the extent your proposal is incorporated into the contract, the proposal will become an official record available for public inspection.

Proposals shall be opened to avoid disclosure of contents to competing Respondents and kept secret during the process of negotiation. All Proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

All proposals shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of proposal. Tarrant County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Proposals 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](mailto: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.

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

Proposals may be deemed non-responsive, among other reasons, for any of the following specific reasons:

1. Proposals containing any inconsistencies.
2. Unbalanced value of any items.

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

1. Reason for believing collusion exists among the Respondents.
2. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated.
3. The Respondent being interested in any litigation against Tarrant County.
4. The Respondent 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 that in the judgment of Tarrant County will prevent or hinder the prompt completion of additional work, if awarded.
7. Respondents shall not owe delinquent property tax in Tarrant County.
8. Respondent's past performance record with Tarrant County.
9. Limited competition.

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 Respondent. 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 Respondent to determine the full extent of the exposures.

The successful 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.

Audit Clause: The Vendor must agree that Tarrant County will, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Vendor involving those transactions related to this solicitation. Vendor must agree that Tarrant County will have access during normal working hours to all necessary facilities, staff and work space in order to conduct audits. Tarrant County will provide the Vendor with reasonable advance notice of intended audits. The Vendor must provide records within ten (10) business days or a mutually agreed upon timeline.

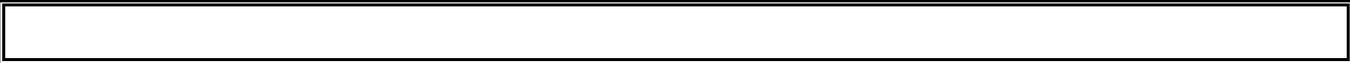
TO THE EXTENT PERMITTED BY LAW, RESPONDENT AGREES TO DEFEND, INDEMNIFY AND HOLD TARRANT COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING 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) RESPONDENT'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF RESPONDENT, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

THE SUCCESSFUL RESPONDENT(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.

RESPONDENT(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS AND PAY ALL TAXES AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. RESPONDENT ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. RESPONDENT 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.

**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 Tarrant County Purchasing through \_\_\_\_\_, \_\_\_, 201\_. At Tarrant County's option and approval by the Vendor, the contract may be renewed for three (3) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**
  
2. **RENEWAL OPTION:** Tarrant County reserves the right to exercise an option to renew the contract of the Respondent for three (3) additional twelve (12) month periods, provided such option is stipulated in the Special Conditions 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. These 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 and seek a new solicitation.
  
3. **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) day 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 Proposal number for which the insurance is being supplied.
    - 5) The Respondent 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 Respondent 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.



4. **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.

5. **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.
  - 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.).
- 6. There is no opportunity for remote attendance at the Pre-Proposal Conference. Respondents are not allowed to call in to attend this meeting.

**STATEMENT OF WORK**

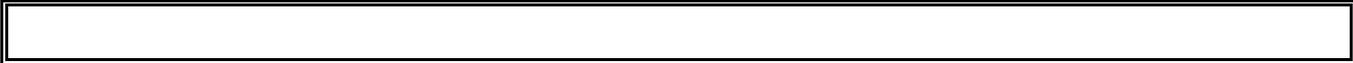
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\*INSERT HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY\*

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**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in Tarrant County's Proposal process. The Tarrant County Purchasing Department will provide additional clarification of specifications, assistance with Forms, and further explanation of 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 Respondent is already certified, attach a copy of your certification to this form and return with Proposal.**

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 Respondent's ability to provide the intended goods or service of this Proposal. Tarrant County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Respondent's company provides and that the Respondent has completed a project of similar size and scope of work in this solicitation. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your Proposal.

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

Respondent 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:

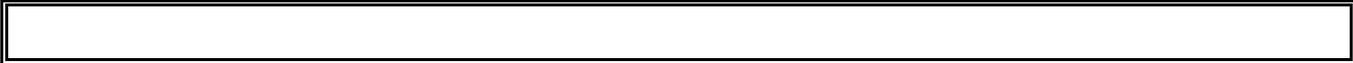
E-MAIL ADDRESS:

SCOPE OF WORK:

CONTRACT PERIOD:

**REFERENCES MUST BE RETURNED WITH PROPOSAL!**





**COMPLIANCE WITH FEDERAL AND STATE LAWS**

**CERTIFICATION OF ELIGIBILITY**

By submitting a Proposal in response to this solicitation, the Respondent 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 Proposal submission and time of award, the Respondent 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 OTHER FOREIGN TERRORIST ORGANIZATIONS.**

Effective September 1, 2017, Respondent 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. Respondent 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 Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent 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 FIVE (5) COPIES MUST BE RETURNED WITH PROPOSAL.**

**DEFICIENCIES AND DEVIATIONS FORM**

Following is a listing of ALL deficiencies and deviations from the requirements as outlined in this Proposal. Unless specifically listed, your response will be considered to be in FULL compliance with this Proposal. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of this Proposal stipulated must be fulfilled at no additional expense to Tarrant County.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THE ORIGINAL AND FIVE (5) COPIES OF THIS FORM SHOULD BE RETURNED WITH PROPOSAL!**



## 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).

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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



[PRICE PROPOSAL FORM INSERTED HERE.]



## Section 6

### SPECIFICATIONS

#### **DEFINITION**

A specification is a concise description of goods or services that an entity seeks to buy, and the requirements the vendor must meet in order to be considered for the award. A specification may include requirements for testing, inspection, or preparing any goods or services for delivery, or preparing or installing them for use. The specification is the total description of the goods or services to be purchased.

#### **PURPOSE**

The purpose of any specification is to provide Purchasing with clear guidelines from which to purchase, and to provide vendors with firm criteria of a minimum standard acceptable for goods or services. A good specification has four characteristics:

1. it establishes the minimum acceptability of the goods or services;
2. it promotes competitive bidding;
3. it contains provisions for reasonable tests and inspections for acceptability of the goods or services; and
4. it provides for an equitable award to the lowest and best bid from a responsible bidder.

#### **PREPARATION**

Specifications may be proposed by the user department, occupant department, or an outside agency. THE FINAL ACCEPTANCE OF THE SPECIFICATIONS, OTHER THAN THOSE FOR CONSTRUCTION PROJECTS, WILL REST WITH THE PURCHASING DEPARTMENT FOR COMPLIANCE WITH LEGAL REQUIREMENTS. This will ensure proper quality control and avoid the proliferation of conflicting specifications in the different departments of Tarrant County. The Auditor and Budget Office will verify for Purchasing that the goods or services were considered and approved in the budget process. Any purchases that were not approved in the budget process will be submitted to Commissioners Court to seek their permission to accept bids/RFPs.

## TYPES

There are a number of specification types that will be used by the Purchasing Department. They include:

1. DESIGN

A detailed description of goods or services, including such things as details of construction or production, dimensions, chemical composition, physical properties, materials, ingredients, and all other details needed for the provider to produce goods and services of minimum acceptability. Design specifications are usually required for construction projects, certain produced goods, and for many services.

2. PERFORMANCE

Where the goods or services are described in terms of required performance. They may include such details as required power, strength of material, test methods and standards of acceptability, and recommended practices. This type of specification is used most often for capital equipment.

3. BRAND NAME OR EQUAL

Lists of goods or services by brand name, model, and other identifying specifics. Products equal to the characteristics of the named brand are specified as acceptable. Usually the composition of a brand name good and service is provided through labeling, but broader tolerances and less consistency from item to item may be expected as compared with standard goods. Other manufacturers may provide a nearly identical good under their own brand name. THIS METHOD WILL BE EMPLOYED BY THE TARRANT COUNTY PURCHASING DEPARTMENT ONLY IF THERE IS SOUND JUSTIFICATION. THE BURDEN OF JUSTIFICATION WILL REST WITH THE USER DEPARTMENT.

4. INDUSTRY STANDARD

This is one of the simplest specifications available. All goods made to an industry standard are identical, regardless of manufacturer, and will result in acquisition of goods of uniform quality. An example is the UIL standard for electrical products.

## Section 7

### REQUISITIONING PROCESS

#### **DEFINITION**

Requisitioning is the formal request for a purchase to be made. It is the first step after the need for goods or services is recognized.

The department's purchase requisition authorizes the Purchasing Department to enter into a contract with a vendor to purchase goods or services. This automated form is for internal use and cannot be used by a department to order materials directly from a vendor.

Purchase requisitions should fully describe to the Purchasing Department what to buy, when it is required, and where the goods are to be delivered, or the services to be performed.

#### **POLICY**

Tarrant County utilizes an automated requisitioning system, called SAP. Based on established budget line items, purchase requisitions are entered into SAP by the user department. Adequate budget funds must be available in the departmental line items and approved by both the Auditor and Budget Office before the Purchasing Department can proceed with the purchase of the requested goods and services. Exceptions to the approval process may occur in the case of low value (<\$25.00) office supplies.

Examples of purchases that must be processed via requisition/purchase order include:

- Equipment (including rentals)
- Food
- Inventory Items
- Law Books
- Professional Consulting
- Repairs/Maintenance
- Road & Bridge Materials (including culverts)
- Supplies/Materials

After the Purchasing Department receives an Audit-approved purchase requisition, it determines the appropriate procedures based on the cost of the purchase, the goods and services to be purchased, the existing contracts for goods and services, and other relevant factors.

Upon determining the appropriate procurement process, the Purchasing Agent or assigned representative (buyer) acting on his/her behalf will issue a purchase order to the vendor(s) for the desired goods or services. The Purchasing Agent or assigned representative is the only individual authorized to generate a printed/electronic copy of a purchase order. No other County personnel will have access or authorization to print a purchase order.

Specific instructions on entering requisitions into SAP are not covered in this manual. The user department should refer to the County's SAP training website or contact the Help Desk for further information and to check for periodic training session opportunities.

## **TYPES OF PURCHASE REQUISITIONS**

**ROUTINE** – Normal purchases have a cycle time of three to ten (3-10) working days.

**EXPEDITED** – Purchases where the goods or services are needed sooner than the routine cycle time. Expedited purchases do not qualify as emergency purchases and are subject to all applicable bidding requirements. Cycle time for expedited purchase requisitions is one to three (1-3) working days.

**Note:** Expedited purchases are NOT emergency purchases. They are goods or services needed quickly to prevent costly delays or work stoppage. Expedited purchases probably warrant the additional cost and effort caused by the interruption of the normal work routine. They should not be used unless absolutely necessary. The user department should always telephone the appropriate buyer and make them aware of any such problem, as well as put the appropriate information in the requisition text section.

**EMERGENCY** – Purchase of any goods or services needed because of an emergency condition that the Commissioners Court has ordered exempt, in compliance with the County Purchasing Act [Texas Local Government Code, Section 262.024(a)(1)]. All emergency exemption orders must be processed through the Purchasing Department. The Purchasing Agent will submit these as an agenda item for the Commissioners Court approval.

- 1) Emergency items less than \$50,000 will be handled in the same manner as an expedited purchase requisition.
- 2) Emergency items greater than \$50,000 must be placed on the Commissioners Court agenda.

**NOTE:** “Cycle time” refers to the time between when a purchase requisition is assigned to a buyer for action and when the actual purchase order is placed with a vendor. Cycle time does not include the time required for delivery, or the time it takes for the approval process from the Auditor and Budget Office.

## **PURCHASES PROCESSED VIA CHECK REQUEST**

If Local Government Code (LGC) 262.011(d) does not require the Purchasing Agent to purchase a given request, or if Section 262.023 does not require the purchase to be made by competitive bid, then a check request may be submitted to the Auditor's Office for processing.

Examples of purchases that may be submitted on a check request include:

1. Bonds (notary, liability, etc.)
2. Contract Labor
3. Dues or Memberships
4. Licenses and Permits
5. Postage
6. Travel Expense (including registrations)
7. Training/Seminars
8. Vehicle Inspections
9. Damages to Non-County Property (self-insurance)
10. Subscriptions (newspapers and magazines)
11. Photo Processing
12. Utilities (water, gas, cellular phones)
13. Court Appointed Attorney Payments
14. Interpreting
15. Food/Catering for Meetings

If there are any questions as to whether an item should be on a check request or purchase order, the Purchasing Department should be contacted for that determination.

## **CHECK REQUEST PROCEDURES**

Check requests submitted to the Auditor's Office for processing should include the following information:

1. To whom the check is to be made payable, the mailing address, general ledger account number, and amount.
2. Signature of authorized individual.
3. Supporting documentation; i.e., invoice, receipts, travel itineraries, seminar agenda, settlement papers, the Commissioners Court Order.
4. The following items also require an executed contract and the Commissioners Court approval:
  - a) Professional Services
  - b) Real Property Rentals or Leases
  - c) Insurance (including employee benefits)
  - d) Interlocal Agreements
  - e) Depository Agreement

## Section 8

### PROCEDURES FOR PURCHASES UNDER \$50,000

#### **POLICY**

For purchases of goods and services totaling less than \$50,000, as defined in §262.011(d) of the Texas Local Government Code, the Purchasing Agent is authorized to select the exact goods or services to meet the requirements of the departments. The Purchasing Agent is authorized to select the vendor and to follow all necessary actions to conclude a contract for the purchase of the goods and services, without specific approval of the Commissioners Court.

#### **CONSIDERATIONS**

In selecting the exact goods or services requested by the departments, the Purchasing Agent must consider the following:

1. the stated needs of the department and whether the selected goods or services meet those needs;
2. available information about sources and prices of the goods and services;
3. the delivery requirements of the vendor and department; and
4. any other information that should be considered involving circumstances of the purchase.

#### **PROCEDURES**

Whenever reasonable and practical, the Purchasing Agent or staff will:

1. purchases of less than \$1,000.00 required to obtain/solicit a minimum of two (2) quotes, written or verbal. An effort to contact two (2) Historically Underutilized Business (HUB) vendors should be made.
2. purchases from \$1,000.00 to \$24,999.99 required to obtain/solicit a minimum of (3) to four (4) written quotations. An effort to contact at least three (3) Historically Underutilized Business (HUB) vendors should be made;
3. hard purchases from \$25,000 to \$49,999.99 required to obtain/solicit written solicitation including buyer's database, purchasing database and TVORS database. Specifications will be more formalized utilizing current solicitations boiler plate including references and insurance requirements as needed. **All HUB vendors specific to NIGP codes will be contacted.** Permission, advertising, and court approval are not required, but encouraged;

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4. annual contracts from \$25,000 to \$49,999.99 maybe required to obtain/solicit advertising with sealed responses. **All HUB vendors specific to NIGP codes will be contacted.** Permission, advertising, and court approval are required.

Then, if quality and delivery terms meet County needs, the vendor who provides the lowest price will be selected. If the vendor offering the lowest price is not used, a notation will be made to indicate the reason another vendor was selected.

The Purchasing Agent has the authority to deviate from the policy for purchases under \$50,000 if it is in the best interests of Tarrant County and if it will facilitate specific County operations.

NOTE: If cumulative purchases for a single commodity code are anticipated to exceed \$50,000 in a fiscal year, then formal competitive bidding is required, and an annual term contract will be established. Cumulative purchases include Countywide purchases and are not limited to departmental requirements (i.e., office supplies, computer paper, uniforms, furniture, etc.)

CAUTION: Intentionally separating purchases/invoices to avoid \$50,000 formal competitive bidding is a violation of the Purchasing Act. A final conviction of a County officer or employee for this violation results in the immediate removal from office or employment of that person. For four (4) years after the date of the final conviction, the removed officer or employee is ineligible:

1. to be a candidate for or to be appointed or elected to a public office in this state;
2. to be employed by the County with which the person served when the offense occurred; and
3. to receive any compensation through a contract with that County.

### **MODIFICATIONS**

The Purchasing Agent may modify contracts for goods and services that are for less than \$50,000 if the modification is in writing and the aggregate cost of the purchases under the contract will not exceed \$50,000.

## Section 9

# COMPETITIVE BIDDING REQUIREMENTS FOR PURCHASES EXCEEDING \$50,000

### **DEFINITIONS**

*Competitive bidding* means letting available vendors compete with each other in order to provide goods and/or services.

The Texas Supreme Court described it as follows: “Competitive bidding requires due advertisement, giving opportunity to bid, and contemplates a bidding on the same undertaking upon each of the same material items and services covered by the contract, upon the same thing. It requires that all bidders be placed on the same plane of equality and that they each bid upon the same terms and conditions involved in all the items and services and parts of the contract, and the proposals specify as to all bids the same or substantially similar specifications.”

The term, “*formal competitive bidding*” will be used in this manual, and is generally used in public purchasing, when the bidding process is in compliance with Texas Local Government Code, §262.023 and requires approval by a governing board, such as the Commissioners Court.

“*Sealed*” bids (Invitation for Bid) will be used for contracts exceeding \$50,000. The Invitation for Bid (IFB) will be used to solicit bids from vendors in response to Tarrant County specifications and contractual terms and conditions. A returned, signed Notice of Award letter or the issuance of a Purchase Order will form the contract between Tarrant County and the vendor.

Formal competitive bidding procedures do not apply to purchases that are made in compliance with the procedures in Sections 8 and 10 through 12.

### **PURPOSE OF COMPETITIVE BIDDING**

The first purpose of competitive bidding is to ensure that public monies are spent properly, legally, and for the least cost. (This is, in fact, the primary goal of public procurement, even when purchases do not require the formal approval of the governing board.)

The second purpose is to give those qualified and responsible vendors who desire to do business with the County, a fair and equitable opportunity to do so. The use of a standard and consistent procurement process provides the public with an assurance that their tax dollars are being spent properly.

The Texas Supreme Court states, “Its purpose is to stimulate competition, prevent favoritism, and secure the best work and materials at the lowest practicable price for the best interest of the taxpayer and property owners.”

## **PROCEDURES**

Formal competitive bidding—which calls for formal approval by the Commissioners Court due to a required expenditure in excess of \$50,000—will in Tarrant County, with few exceptions, be accomplished by the following:

**PURCHASE REQUISITION:** A simple hard-copy/E-mail/fax memo to the Purchasing Agent or designee seeking permission from the Commissioners Court to bid, signed by the Official, Department Head, or Executive Manager, will serve as the initial notice of need for goods or services. Descriptions and/or specifications should be attached to the memo for clarity.

The user department will follow up the permission request with entry of a purchase requisition into SAP. The Purchasing Department will not proceed with a purchase unless the appropriate budget line item includes sufficient unencumbered funds for the purchase and is approved by the Auditor and Budget Office.

**BIDDING NOTICE:** After development of specifications and preparation of the IFB, a notice of the proposed purchase will be published by the Purchasing Department.

A notice of the intended purchase must be published at least twice within a two-week period by a newspaper of general circulation in the County, with the first day of publication occurring before the 14<sup>th</sup> day before the date of the bid opening. To ensure bidders sufficient time to complete and return IFB's, the Purchasing Department will often extend that advertisement time, but will never advertise less than fourteen (14) days, because to do so would be a violation of the Purchasing Act.

The notice must include the following:

1. The specifications describing the goods and services to be purchased, or a statement of where the specifications may be obtained;
2. The time and place for receiving and opening bids, and
3. The type of bond required of the bidder, if any.

**AMENDMENT TO IFB:** The Commissioners Court, by law, authorizes the Purchasing Agent to extend the bid opening date on the notice of an Invitation for Bids if an error is discovered or if the nature of the goods and services requires an extension. The Purchasing Agent may amend an IFB to clarify the original intent or to correct clerical errors if inquiries about the meaning of the IFB indicate the need for an amendment; if the changes are so insignificant that they are not likely to matter to the vendor in determining the price or the ability to respond; if there is no change to the quantity or delivery requirements; and if the amendment does not change the scope of the IFB. There should be at least three (3) days between the date of the amendment and the opening date specified in the legal advertisement.

RECEIPT OF COMPETITIVE BIDS: The following procedures will be adhered to when receiving bids:

1. All bids will be received by the Purchasing Agent.
2. All bids will be stamped with the time and date received. The "Date Stamp Clock" in the Purchasing Department will serve as the official time clock for the purpose of identifying the date and time bids were received in the Purchasing Department.
3. Bids will not be accepted after the opening time on the date of the bid opening. All bids received after the opening time will be returned unopened to the bidder with a letter from the Purchasing Agent notifying the bidder that the submitted bid was received after the due date and time.
4. The Purchasing Department will record the name of the vendor's representative submitting the bid, as well as the time and date the bid was submitted. If a bid is received by mail, express mail, or courier, the delivery method will be reflected in the record.
5. After bids are received, a secure place will be provided by the Purchasing Department for holding the bids until the opening date. The bids are to be received sealed and shall remain sealed until opened on the advertised date and time by the Purchasing Department in a public forum.
6. On occasion, bids that are received in the mail, or by some other independent carrier, may be inadvertently opened. If this situation occurs, another Purchasing Department staff member will be called immediately to act as a witness that the details of the bid, particularly the price, were not reviewed and that the bid was again sealed by an employee of the Purchasing Department.

The above process will be followed in order to preclude any perception of favoritism or revealing bid prices or information. Having sealed bids publicly received and recording the submission of requested bids is intended to inhibit any perception that the Purchasing Department is manipulating the receipt of bids.

PUBLIC OPENING OF BIDS: Sealed bids will be opened publicly by the Purchasing Department and will be documented. . Copies of bids may be obtained from the Purchasing Department in accordance with all Public Information Act guidelines.

The Purchasing Agent will open the bids on the date, time, and place specified in the legal notice.

**EVALUATION:** The Purchasing Department will evaluate all bids, with assistance from the user department, and a recommendation concerning the lowest responsible bid will be made to the Commissioners Court. The Purchasing Department will evaluate bids based on:

1. the relative price;
2. the cost of repair and maintenance, if heavy equipment is the subject;
3. the cost of delivery and handling, if road construction materials are the subject;
4. the compliance of goods and services with specifications; and
5. the responsibility of the vendor, including the vendor's financial stability and ability to perform the contract, the vendor's safety record, if stated in the IFB, and the past performance of that vendor.

The Purchasing Department will provide a copy of the bid/proposal results to the user department with an email permission from the Purchasing Agent or a signed memo from the Official, Department Head, or Executive Manager of that user department acknowledging agreement with the proposed award recommendation will be included in the presentation to the Commissioners Court. Whenever the lowest bid received is not the best bid, clear justification for not selecting the low bid must be documented before being placed on the Commissioners Court agenda.

**CONTRACT AWARD:** After certification of funds by the Auditor, the Purchasing Agent will recommend contract award to the Commissioners Court in session. The Court should:

1. Award the contract to the responsible bidder who submits the lowest and best bid;  
or
2. Reject all bids and publish a new notice.

If two (2) responsible bidders submit the lowest and best bid, the tie bid will be broken in accordance with the Court Order No. 60616, "Procedure for Awarding Tie Bids." Accordingly, the Purchasing Agent, or designee, shall oversee a coin flip to determine the successful vendor. The buyer responsible for the bid shall flip the coin. The first vendor listed on the tabulation sheet shall be "heads." The second vendor listed on the tabulation sheet shall be "tails." One to two impartial witnesses shall be on hand to determine the results of the coin flip. All participants shall certify the results by signing the tabulation sheet or a similar document.

A contract may not be awarded to a bidder who is not the lowest bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given the opportunity to appear before the Commissioners Court to present evidence to refute the award recommendation.

After an award is made, a notice of award will be processed, with copies sent to the appropriate vendor and user departments.

CONTRACT ADMINISTRATION: The user department, unless it is an annual supply contract, will be responsible for monitoring and documenting contractor performance and compliance. All documentation of non-compliance should be shared with the Purchasing Department. Documentation related to clarification of expected performance standards that are complied with after formal notice does not need to be provided to the Purchasing Department. If poor performance or non-compliance with the contract occurs, the Purchasing Department will be responsible to initiate corrective action with the vendor.

The Purchasing Agent will take all steps related to obtaining contract compliance, but will consult with the District Attorney's Office before taking any steps towards contract suspension or termination. Before any letters, notices, or other communications related to termination or suspension are sent to the vendor, the contents of these documents must be reviewed by the District Attorney's Office as the initial steps toward potential litigation.

This aspect of the procurement process is often overlooked and is perhaps one of the most important. To enforce contractual terms, documentation of specific non-compliance must be available. Specific dates, locations, examples, etc., must be documented.

MODIFICATIONS: The Commissioners Court delegates to the Purchasing Agent its authority to modify awarded contracts at any time in writing, if the changes do not increase the price of the contract and are within the general scope of the contract, including change to any of the following:

1. Drawings, designs, or specifications when the goods to be furnished are to be specially manufactured for Tarrant County in accordance with the drawings, designs, or specifications.
2. Method of shipment or packaging.
3. Place of delivery.
4. Correction of errors of a general administrative nature or other mistake, the correction of which does not affect the price or scope of the contract, and does not result in additional expense to the contractor.

REBIDDING ANNUAL CONTRACTS: The Purchasing Department, via the Purchasing system (Bid Tracking), monitors the expiration dates of all contracts. Purchasing should notify, by memo, user departments at least sixty (60) days before contract expiration and verify whether the goods/services need to be rebid. The user department will return the specifications/quantities sent from the Purchasing Department, with any additions, deletions, or corrections.

## Section 10

### **COMPETITIVE PROPOSALS FOR INSURANCE, HIGH TECHNOLOGY GOODS, AND SERVICES EXCEEDING \$50,000**

#### **DEFINITIONS**

In this section, competitive proposals may be solicited through a Request for Proposals (RFP).

Formal “sealed” Requests for Proposals (RFP) will be used to procure insurance, high technology goods/services, special services of landscape maintenance, recycling, and travel management that are expected to exceed \$50,000. The RFP will solicit proposals from vendors in response to the County’s requirements, along with contractual terms and conditions. A formal contract, reviewed by the District Attorney’s Office, must be approved by the Commissioners Court.

*“High technology” goods or services* mean goods or services of a highly technical nature, including:

1. Data processing equipment, software, and hardware used in conjunction with data processing equipment;
2. Telecommunications, radio, and microwave systems;
3. Electronic distribution control systems, including building energy management systems; and
4. Technical services related to those goods and services.

#### **PROCEDURES**

Competitive proposals for insurance, high technology goods/services, and special services will be accomplished by the following (see Section 11 for additional procedures that may be used when purchasing computer hardware, software, and related services):

PURCHASE REQUISITION: A simple memo submitted to the Purchasing Agent, signed by the Official, Department Head, or Manager, will serve as the initial requisition. The memo should include budget line items from which the purchase will be funded or another explanation that is acceptable to the Purchasing Department about how funding will be attained, before the process will begin. Requirements should also be attached to that memo, and, if they are not, both Purchasing and the user department will jointly develop the RFP requirements.

The user department will follow up the memo request with entry of a requisition into the SAP system.

**NOTICE:** After receipt of the initial memo and funding information is received, the Purchasing Department will then place an item on the Commissioners Court agenda seeking permission to process that particular RFP. The Commissioners Court must approve advertising for any RFP for which there is not adequate funding approved in the budget and/or funds not verified by the Auditor or Budget Office. If the RFP is for high technology goods/services, the Information Technology Department must be involved in this review process.

A notice of the intended purchase must be published at least twice within a two-week period by a newspaper of general circulation in the County, with the first day of publication occurring the 14<sup>th</sup> day before the date of the RFP opening. To ensure sufficient time to complete and return RFP's to Purchasing, it will be open for requests a minimum of thirty (30) days. If necessary, advertising time can be extended or decreased, but cannot be less than fourteen (14) days, to avoid violation of the Purchasing Act.

The notice must include:

1. The specifications describing the goods/services to be purchased or a statement where the specifications may be obtained;
2. The time and place for receiving and opening RFP's, and
3. The type of bond required of the bidder.

**RECEIPT OF COMPETITIVE PROPOSALS:** The following procedures will be adhered to when receiving proposals:

1. All proposals will be received by the Purchasing Agent.
2. All proposals will be stamped with the time and date received. The "Date Stamp Clock" in the Purchasing Department will serve as the official time clock for the purpose of identifying the date and time proposals were received in the Purchasing Department.
3. No proposals will be accepted after the opening time on the date of proposal opening. All proposals received after the opening time will be returned to the proposer with a letter from the Purchasing Agent notifying the proposer that the submitted proposal was received after the due date and time.
4. The Purchasing Department will record the name of the vendor's representative submitting the proposal, as well as the time and date the proposal was submitted. If a proposal is received by mail, express mail, or courier, the delivery method will be reflected in the record.

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5. After proposals are received, a secure place will be provided by the Purchasing Department for holding the proposals until the opening date. The proposals are to be received sealed and shall remain sealed until opened on the advertised date and time by the Purchasing Department.
  6. On occasion, proposals that are received in the mail, or by some other independent carrier, may be inadvertently opened. If this situation occurs, another Purchasing Department staff member will be called immediately to act as a witness that the details of the proposal, particularly the evaluation criteria, were not reviewed and the proposal was again sealed by an employee of the Purchasing Department.

The above process will be followed in order to preclude any perception of favoritism or revealing any proposal information. Having sealed proposals publicly received, and recording the submission of requested proposals, is intended to inhibit any perception that the Purchasing Department is manipulating the receipt of proposals.

OPENING OF PROPOSALS: Sealed proposals will be opened by the Purchasing Department and will be documented. Proposals are not opened publicly. Only the names of vendors submitting proposals will be announced. The Purchasing Agent will open the proposals on the date specified in the legal notice. The date specified in the legal notice may be extended by the Purchasing Agent if an error is discovered in the original RFP.

Proposals will be opened so as to avoid disclosure of the contents to competing vendors and will be kept secret during any negotiations. All proposals that have been submitted will be available and open for public inspection after the contract has been awarded. Trade secrets and confidential proprietary information contained in the proposals, and identified as such, will be kept closed pending a ruling by Texas Attorney General.

EVALUATION: The Purchasing Department will evaluate all proposals, with assistance from the user department, occupant department, Information Technology Department if applicable, or the appropriate committee. Purchasing will then request written confirmation in support of the recommended awardee and make a formal recommendation to the Commissioners Court for approval.

All requests for proposals (RFP) must specify the appropriate evaluation criteria necessary to make an unbiased award recommendation.

NEGOTIATION: All negotiations will be supervised by the Purchasing Department. Any conversations with vendors must be in coordination with the Purchasing Agent, and a member of that department should be present for all discussions with vendors. Departments contacting vendors without coordinating with the Purchasing Agent risk jeopardizing the integrity of the County procurement process.

All vendors must be accorded fair and equitable treatment with respect to any opportunity for discussion and revision of proposals and submittal of a "best and final" offer.

CONTRACT AWARD: The award of the contract shall be made by the Commissioners Court to the responsible vendor whose proposal is determined to be the lowest evaluated offer resulting from negotiation, if necessary, and taking into consideration the relative importance of price and other evaluation factors set forth in the Request for Proposals (RFP).

CONTRACT ADMINISTRATION: The user department will be responsible for monitoring and documenting contractor performance/compliance. All documentation of non-compliance must be shared with Purchasing. Documentation related to clarification of expected performance standards that are complied with after problem notification, need not be provided to the Purchasing Department. If poor performance or non-compliance with the contract is evidenced, Purchasing will be responsible to initiate corrective action with the vendor.

The Purchasing Agent will take all steps related to obtaining compliance with the contract, but will consult with the District Attorney's Office before taking any steps toward suspension or termination of the contract. Before any letters, notices, and other communications related to termination or suspension are sent to the vendor, the contents of these should be reviewed by the District Attorney's Office and the Auditor's Office as the initial steps toward potential litigation.

This aspect of the County procurement process is often overlooked and is perhaps one of the most important. To enforce contractual terms, documentation of specific non-compliance must be available. Specific non-compliance issues, dates, locations, examples, etc., must be documented.

MODIFICATIONS: The Commissioners Court delegates to the Purchasing Agent its authority to modify contracts awarded under this section at any time in writing, if the changes do not increase the contract price and are within the general scope of the contract, including change to any of the following:

1. Drawings, designs, or specifications when the goods to be furnished are to be specially manufactured for Tarrant County in accordance with the drawings, designs, or specifications.
2. Method of shipment or packaging.
3. Place of delivery.
4. Correction of errors of a general administrative nature or other mistake, the correction of which does not affect the scope of the contract, and does not result in additional expense to the contractor.

## Section 11

### STATE CONTRACT AND CATALOG PURCHASES

#### **INTRODUCTION**

There are two laws that describe the authority of local governments to purchase goods/services through Texas Procurement and Support Services (TPASS). The first allows purchasing from vendors with which the State has entered into contracts as a result of competitive bidding procedures. These are referred to as State Contract purchases. The second is the TXMAS Program. The Texas Procurement and Support Services (TPASS) has established, as an alternative purchasing method, the use of Texas Multiple Award Schedule (TXMAS) contracts that have been developed from contracts that have been competitively awarded by the federal government or any other governmental entity of any state. As the responsible federal entity, the General Services Administration (GSA) Federal Supply Service awards Federal Supply schedule contracts by competitive procurement procedures for more than 50 schedules that cover multiple commodities and services. These prices reflected on GSA schedule contracts are the Most Favored Customer (MFC) prices and the maximum price allowable. TXMAS contracts take advantage of the MFC pricing and under certain circumstances, an agency or local government entity, may negotiate a lower price for goods or services offered on a schedule contract. A “best value” purchase can be made by following the TXMAS purchasing procedures. These laws are located in the Texas Local Government Code and the Texas Government Code.

#### **STATE CONTRACT PURCHASES**

#### **AUTHORITY**

Sections 271.081 through 271.083 of the Texas Local Government Code require the State Purchasing and Texas Procurement and Support Services (TPASS) to establish a local government purchasing program and authorizes Tarrant County to participate in the program.

#### **POLICY**

Tarrant County participates in the purchasing program of the State Purchasing and Texas Procurement and Support Services (TPASS) for local governments.

#### **OFFICIAL REPRESENTATIVE**

The Purchasing Agent is designated to act for Tarrant County at the direction of the Commissioners Court in all matters relating to the purchasing program, including the purchase of goods/services from any vendor under contract. Tarrant County is responsible for making direct payments to the vendor.

## **PROCEDURE**

The Purchasing Agent is responsible for submitting requisitions to the commission under any contract or electronically sending purchase orders directly to the vendor, and reports to the commission on actual purchases in compliance with the commission's regulations. The Purchasing Agent is responsible for vendors' compliance with all the conditions of delivery and quality of the purchased goods/services. The Purchasing Agent is authorized to sign and deliver all necessary documents for purchases under this program made on behalf of Tarrant County.

## **CONTRACT AWARD**

The award of any contract from the State contracts catalog including the Department of Information Resources (DIR) as well as Purchasing Cooperatives including but not limited to, BuyBoard, and the Cooperative Purchasing Network (TCPN), shall be in writing, approved and signed by either the Purchasing Agent—if less than \$50,000—or the Commissioners Court—if more than \$50,000—prior to any services being rendered. The Commissioners Court authorizes the Purchasing Agent to execute any contract for State contract purchases, the Department of Information Resources and Purchasing Cooperatives that are procured in compliance with this section if the cost of the contract does not exceed \$50,000.

An exemption exists for purchases made as a result of Interlocal agreements with other governmental agencies. Regardless of cost involved, this type of purchase does not require presentation to and approval by the Commissioners Court.

## **CONTRACT MODIFICATIONS**

It is the policy of Tarrant County that all change orders must be processed through the Purchasing Department.

1. The Purchasing Agent is authorized to execute change orders in which the cost of services does not exceed \$50,000 in aggregate, or twenty-five percent (25%) of the original contract amount, whichever is less.
2. Any change orders that result in a contract exceeding \$50,000 in the aggregate must be approved by the Commissioners Court.

The total contract price may not be increased unless the cost of the change can be paid from current and available funds.

## **CONTRACT ADMINISTRATION**

The user department will be responsible for monitoring and documenting contractor performance/compliance. All documentation of non-compliance must be shared with Purchasing. Documentation related to clarification of expected performance standards that are complied with after problem notification, need not be provided to the Purchasing Department. If poor performance or non-compliance with the contract is evidenced, Purchasing will be responsible to initiate corrective action with the vendor.

The Purchasing Agent will take all steps related to obtaining compliance with the contract, but will consult the District Attorney's Office before taking any steps toward suppression or termination of the contract. Before any letter, notices, or other communication related to termination or suspension are sent to the contractor, the contents of these should be reviewed by the District Attorney's Office as the initial steps toward potential litigation.

This aspect of the County procurement process is often overlooked and is perhaps one of the most important. To enforce contractual terms, documentation of specific non-compliance must be available. Specific non-compliance issues, dates, locations, examples, etc., must be documented.

## **TEXAS PROCUREMENT AND SUPPORT SERVICES (TXMAS)**

### **AUTHORITY**

The Texas Procurement and Support Services (TPASS) has established, as an alternative purchasing method, the use of Texas Multiple Award Schedule (TXMAS) contracts that have been developed from contracts that have been competitively awarded by the federal government or any other governmental entity of any state. As the responsible federal entity, the General Services Administration (GSA) Federal Supply Service awards Federal Supply schedule contracts by competitive procurement procedures for more than 50 schedules that cover multiple commodities and services. These prices reflected on GSA schedule contracts are the Most Favored Customer (MFC) prices and the maximum price allowable. TXMAS contracts take advantage of the MFC pricing and under certain circumstances, an agency or local government entity, may negotiate a lower price for goods or services offered on a schedule contract. A “best value” purchase can be made by following the TXMAS purchasing procedures. Government Code.

### **POLICY**

Tarrant County will purchase goods and services from the TXMAS in fulfillment of the competitive bidding requirements. The County will determine that all purchases or leases are based on the best available and are in the County’s best interest

### **PURCHASING PROCEDURES**

TXMAS contract is a mechanism by which a State or Local Government may access GSA contracts. These contracts are used on a limited basis. When ordering via TXMAS:

1. Determine if ordering off TXMAS is a Best Value purchase and is in the best interests of the County.
2. Consider purchasing the product or service from the TIBH (Texas Industries for the Blind and Handicapped) or TCI (Texas Corrections Industries).
3. Request a numbered Bid Folder to record the RFO number and to maintain all documentation regarding the TXMAS purchase.
4. Request price quote(s) from as many TXMAS vendors as necessary to provide the best value to the County.
5. Document all price quotes in the bid folder.
6. Evaluate the quote(s) for best value.
7. TXMAS pricing is negotiable.



8. If the purchase exceeds fifty thousand dollars (\$50,000), court approval must be sought. Use the appropriate TXMAS court document.
9. If an annual contract exceeding fifty thousand dollars (\$50,000), with purchases made sequentially during the year, court approval must be sought at the beginning of the contract period. Use the appropriate TXMAS court document. **CONSENT ONLY!**
10. Prepare the PO.
  - a) Include the TXMAS contract number.
  - .
  - .
  - d) Send the PO directly to the TXMAS vendor.

### **CONTRACT AWARD**

The award of any contract from TXMAS should be in writing, approved and signed by either the Purchasing Agent—if less than \$50,000—or the Commissioners Court—if more than \$50,000—prior to any services being rendered. The Commissioners Court authorizes the Purchasing Agent to execute any contracts for TXMAS that are procured in compliance with this section if the cost of the contract does not exceed \$50,000. In either event, the requisition process initiates the transaction.

### **CONTRACT MODIFICATIONS**

It is the policy of Tarrant County that all change orders must be processed through the Purchasing Department.

1. The Purchasing Agent is authorized to execute change orders in which the cost of services does not exceed \$50,000 in the aggregate, or twenty-five percent (25%) of the original contract amount, whichever is less.
2. Any change orders that result in a contract exceeding \$50,000 in the aggregate must be approved by the Commissioners Court.

The total contract price may not be increased unless the cost of the change can be paid from current and available funds.

## **CONTRACT ADMINISTRATION**

The user department will be responsible for monitoring and documenting contract performance/compliance. All documentation of non-compliance must be shared with Purchasing. Documentation related to clarification of expected performance standards that are complied with after problem notification, need not be provided to the Purchasing Department. If poor performance or non-compliance with the contract is evidenced, Purchasing will be responsible to initiate corrective action with the vendor.

The Purchasing Agent will take all steps related to obtaining compliance with the contract, but will consult the District Attorney's Office before taking any steps toward suspension or termination of the contract. Before any letter, notices, or other communications related to termination or suspension are sent to the vendor, the contents of these should be reviewed by the District Attorney's Office and the Auditor's Office as the initial steps toward potential litigation.

This aspect of the County procurement process is often overlooked and is, perhaps, one of the most important. To enforce contractual terms, documentation of specific non-compliance must be available. Specific non-compliance issues, dates, locations, examples, etc., must be documented.

## Section 12

### **PURCHASING OF PROFESSIONAL SERVICES**

#### **INTRODUCTION**

This is the most difficult section to explain due to the various laws that define (or do not define) professional services and which dictate how these services are to be purchased. The two (2) principal laws with which the Purchasing Agent must comply when procuring professional services are the Professional Services Procurement Act and the County Purchasing Act.

There are two (2) kinds of professional services:

1. Those professional services specifically defined under the Professional Services Procurement Act; and
2. Those “other” professional services that are not specifically defined under either the Professional Services Procurement Act or the County Purchasing Act and which must be obtained in compliance with the County Purchasing Act. The Purchasing Agent must rely on court cases and Attorney General opinions to determine what services are included in these “other” professional services.

#### **PURPOSE**

The Purchasing Department may contract for professional services only if funds are budgeted for that purpose and confirmed by the Auditor and Budget Office, or the solicitation is approved by the Commissioners Court.

### **PROFESSIONAL SERVICES PROCUREMENT ACT**

#### **DEFINITION**

Professional services are defined in the Professional Services Act as:

1. Those within the scope of the practice of accounting, architecture, optometry, medicine, land surveying, or professional engineering as defined by the laws of the State of Texas;
2. Those performed by any licensed architect, optometrist, physician, surgeon, certified public accountant, land surveyor, or professional engineer in connection with their professional employment or practice.

The Act states that contracts for the purchasing of these professional services may not be awarded on the basis of bids. Instead, services must be awarded on the basis of demonstrated competence and qualifications.

## **REQUEST FOR QUALIFICATIONS (RFQ)**

To ensure vendors a fair and equal opportunity to do business with Tarrant County, and to ensure that the services of the most qualified professional are obtained, the Commissioners Court has directed that professional services be purchased by using the Request for Qualifications (RFQ) process.

## **PROCEDURES**

Departments shall forward a memo to the Purchasing Agent when professional services are required. The memo will identify the following:

1. Scope of work
2. Qualifications/experience requirements
3. Time frames
4. Budgeted amount and budget line items
5. Suggested professionals

Based on the information provided in the memo, applicable state laws, and all relevant facts, the Purchasing Agent will determine if a formal RFQ or an informal procurement process will be implemented.

If, as a result of an RFQ, Tarrant County enters into contracts with more than one (1) qualified professional so that there are several professionals under contract to provide services as needed, thereby creating a pool of professionals, then the user department must ensure that an RFQ is distributed at least once every four (4) years in order that newly qualified professionals may be added to the pool.

Unless specifically exempted by the Commissioners Court, all professional services anticipated to cost over \$50,000 will be procured using the formal RFQ process. Any exemption situations will be submitted to the Commissioners Court by the Purchasing Agent. Unless there is an urgent need for the services, exemptions will be submitted to the Commissioners Court for approval before selecting and negotiating with any vendor.

## **ARCHITECTURAL AND ENGINEERING SERVICES**

When procuring architectural or engineering services, Tarrant County will use a two-step selection process. First, the Purchasing Agent and Official or Manager will recommend to the Commissioners Court a vendor capable of performing the service on the basis of demonstrated competence and qualifications (via an RFQ). The Purchasing Agent and Official or Manager will then enter into negotiations on a contract at a fair and reasonable price.

If Tarrant County is unable to negotiate a satisfactory contract with the most highly qualified vendor, negotiations will formally end with that person or firm. The next most highly qualified vendor will then be asked to negotiate. Negotiations are continued in this sequence until a contract is finalized.

If any contract is entered into with one of the above mentioned professionals on the basis of a competitive bid, it is contrary to State law and County policy, and is void.

## **CONTRACT MODIFICATIONS**

It is the policy of Tarrant County that change orders, except for Facilities related construction contracts, be processed through the Purchasing Department in accordance with requisition procedures.

The total contract price may not be increased unless the cost of the change can be paid from current and available funds.

## **PURCHASING ACT**

### **“OTHER” DEFINED SERVICES**

As defined in this manual “other” personal or professional services are those services usually referred to as a professional service, but not specifically defined or covered in the Professional Services Procurement Act. Examples include computer programmers, lawyers, facilitators, etc. Various court opinions have defined these “other” professional services as services requiring technical skill and expertise; labor and skill which is predominately mental or intellectual, rather than physical or manual; or, a special skill and experience. “Other” personal services have been defined as services that must be performed by a particular person and, by the terms of the contract, no substitutions are allowed.

### **REQUEST FOR SERVICES (RFS)**

To ensure vendors a fair and equal opportunity to do business with Tarrant County, and to ensure the services of the most qualified person or professional, “other” personal or professional services must be procured using the Request for Services (RFS) process except when the contract will be for less than \$50,000, unless the Commissioners Court approves another procedure.

### **PROCEDURES**

Departments must forward a memo to the Purchasing Agent when “other” personal professional services are required. The memo will identify the following:

1. Scope of work
2. Qualifications/experience requirements
3. Project description
4. Time frames
5. Budgeted amount and budget line items
6. Suggested persons or professionals
7. Selection criteria

Based on the anticipated costs, information provided in the memo, applicable State law, and all relevant facts, the Purchasing Agent will make a determination as to whether a formal RFS or an informal procurement process will be implemented or recommended to the Commissioners Court.

If, as a result of an RFS, Tarrant County enters into contracts so that there are several professionals under contract to provide services needed from a professional pool arrangement, the user department must ensure that an RFS is distributed at least once every four (4) years so that newly qualified professionals may be added to the pool.

In selecting vendors to provide “other” personal or professional services, a department should base its choice on demonstrated competence, knowledge, qualifications, and on reasonableness of the proposed fee for services, as specified in the RFS.

Unless specifically exempted by the Commissioners Court, all personal or professional services anticipated to cost over \$50,000 will be procured using the formal RFS process. All exemption requests will be submitted to the Commissioners Court by the Purchasing Department. Unless there is an urgent need for the services, the exemption request will be submitted to the Commissioners Court for approval before selecting and negotiating with any vendors.

### **DISCLOSURE OF FORMER EMPLOYEES**

A person who offers to provide personal or professional services to a department who has been employed by the County at any time during the two (2) years before the making of the offer shall disclose in the offer:

1. The nature of the previous employment in the department;
2. The date the employment was terminated; and
3. The annual rate of compensation at the time of termination.

### **WRITTEN CONTRACT OR CHANGE ORDERS**

Any contract for “other” personal or professional services shall be in writing, approved and signed by the Commissioners Court or its authorized person prior to any services being rendered. The Purchasing Agent will determine which person or professional is selected based on the user department recommendation. The Commissioners Court authorizes the Purchasing Agent to execute any contracts for “other” personal or professional services that are procured in compliance with the Purchasing Act and in which the cost of services does not exceed \$50,000, if the Auditor and Budget Office verify that the goods and services sought have been approved by the Commissioners Court in the budget process and adequate funds are available, and if the District Attorney’s Office has reviewed the contract.

### **CONTRACT MODIFICATIONS**

It is the policy of Tarrant County that change orders, except for Facilities related construction contracts, be processed through the Purchasing Department in accordance with requisition procedures.

The total contract price may not be increased unless the cost of the change can be paid from current and available funds.

## Section 13

### CONSTRUCTION PURCHASING

#### **PURCHASING STATUTES**

Section 262.011(e) of the Texas Local Government Code states that “The County Purchasing Agent shall supervise all purchases made on competitive bid.”

Section 271.024 of the Texas Local Government Code states that “to award a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property on the basis of competitive bids, and if the contract requires the expenditure of more than \$50,000, bidding on the contract must be accomplished in the manner provided by this subchapter.”

#### **PURCHASING SUPERVISION**

Construction purchasing will be consistent with other procurement procedures as defined in this manual and in accordance with the pertinent statutes. The Purchasing Agent will supervise all construction purchases, and all competitive bids will be accompanied by the following:

**PURCHASE REQUISITION:** A memo will be submitted to the Purchasing Agent, signed by the Official, Department Head, or Executive Manager. This memo will serve as the initial notification that a competitive bid is needed, and this project will be placed on the Commissioners Court agenda for approval to bid. After the approval, process has been completed in the Commissioners Court and prior to developing the specifications, the user department should contact the Senior Contracts Administrator to obtain an Invitation for Bid (IFB) number and contract number, when applicable. The specifications will include the statutory Worker’s Compensation provision in the appropriate format. A draft copy of the plans and specifications should also be submitted with the original notification memo. The specifications will be reviewed and approved by the Purchasing Department, for compliance with the Purchasing Act, and by the District Attorney’s Office prior to the user department submitting them to the printer for copies.

Purchasing should be provided a minimum of five (5) business days for review of the plans and specifications. During this time, Purchasing will confer with the user department to establish dates and times for a pre-bid conference (mandatory or non-mandatory), bid opening, and pre-construction conference. An IFB number or contract number will be assigned to the project at this time by the Purchasing Department, if not already assigned.

**BIDDING NOTICE:** The Purchasing Department will publish the legal advertisement for bid, which must include the following:

1. Description of work.
2. Location at which the bidding documents, plans, specifications, or other data may be examined at no charge by all potential bidders; also, the location at which plans and specifications may be obtained.
3. Time and place for submitting bids and place of bid opening.

The legal notice must be published at least once a week for two (2) consecutive weeks in a newspaper of general circulation in Tarrant County, with the date of the first publication fourteen (14) days before the date set for the public bid opening.

**CONSIDERATION OF SAFETY RECORDS:** In determining whom, the responsible bidder is Tarrant County may take into account the safety record of bidders if the IFB states that the safety record may be considered in determining the responsibility of the bidder, and includes safety record requirements in the questionnaire. The safety record should include compliance with requirements for safety of the environment. This section involves the bidder, the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation, partnership, or institution.

The definition and criteria for determining the safety record of a bidder for this consideration shall be:

1. If the bidder in response to questions in the safety record questionnaire reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the bidder for serious violations of OSHA regulations within the last three (3) years, the County may determine whether to disqualify the bidder.
2. If the bidder in response to the questions in the safety record questionnaire reveals more than one (1) case in which the bidder has received citations for violations of environmental protection laws or regulations within the past three (3) years, the County may determine whether to disqualify the bidder. Environmental protection agencies include the Environmental Protection Agency (EPA), Texas Natural Resource Conservation Commission (TNRCC) and its past associated agencies, the Texas Water Commission, Texas Department of Health, Texas Control Board, and similar regulatory agencies of other states. Citations will include notice of violation, suspension/revocation of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments or convictions, administrative orders, draft orders, final orders, and judicial final judgments.
3. If the bidder in response to the questions in the safety record questionnaire reveals that the bidder has been convicted of a criminal offense within the past ten (10) years that resulted in serious bodily harm or death, the County will determine whether to disqualify the bidder.

BONDING REQUIREMENTS: No bonds may be required for construction contracts that are less than \$50,000.

BID BONDS: Bid bonds will not be required for construction contracts that are less than \$50,000.

For a construction project on bid price over \$50,000, the contractor maybe requested to furnish, with the bid, a cashier's check or bidder's bond payable to Tarrant County in an amount of not less than five percent (5%) of the largest possible total of the bid submitted, and is subject to forfeit in the event the successful bidder fails to execute the contract documents within ten (10) days after the contract has been awarded.

POWER OF ATTORNEY: The attorney-in-fact who signs bid or contract bonds must file with each bond a certified and current copy of the power of attorney.

PERFORMANCE BONDS: For all contracts in excess of \$100,000 for the construction, repair, or alteration of a public work, or the prosecution of completion of any public work, the contractor, before commencing work, must execute a performance, bond that:

1. is payable to Tarrant County, Texas;
2. is in the full amount of the contract;
3. is executed upon faithful performance of the work in accordance with the plans, specifications, and contract documents;
4. is solely for the protection of the County;
5. is executed by a corporate surety or sureties in accordance with the Insurance Code; and
6. is in a form approved by the Commissioners Court.

Any performance bond that is furnished by a contractor in attempted compliance with the requirements of Texas Government Code Annotated, Ch. 2253, will be construed as in conformity with that chapter in relation to rights created, limitations on the bond, and remedies provided.

PAYMENT BONDS: For all contracts in excess of \$25,000 for the construction, repair, or alteration of a public work, or the prosecution of completion of any public work, the contractor, before commencing work, must execute a payment bond that:

1. is solely for the protection of all claimants supplying labor and materials in the performance of work provided in the contract;
2. is payable to Tarrant County, Texas, for the use of these claimants;
3. is in the full amount of the contract;
4. is executed by a corporate surety or sureties in accordance with the Insurance Code; and
5. is in a form approved by the Commissioners Court.

Payment bonds must be effective from commencement of performance until the end of the fourth month after all items of work for the project are completed, unless releases are obtained from all subcontractors and materialmen. Any payment bond that is furnished by a contractor in attempted compliance with the requirements of Texas Government Code, Ch. 2253, will be construed as in conformity with that chapter in relation to rights created, limitations on the bond, and remedies provided.

EXAMINATION OF EXISTING PREMISES: 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 County, 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 only on the specifications, supplemented by the affecting conditions.

INSURANCE:

- 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 approved by Tarrant County:
1. Worker's Compensation – statutory.
  2. Employer's Liability - \$500,000.
  3. Comprehensive Commercial General Liability:
    - a) Bodily Injury/Personal Injury - \$1,000,000 per occurrence;  
\$2,000,000 aggregate
    - b) Property damage - \$1,000,000 aggregate.
  4. Automobile Liability:
    - a) Bodily Injury - \$500,000 per accident or \$500,000 aggregate;
    - b) Property damage - \$100,000 each occurrence.
  5. Contractual Liability – same limits as above.
- B. The County reserves the right to review the insurance requirements 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 Insurance 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 located at 100 East Weatherford Street, Suite 305 Fort Worth, Texas 76196.
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, certificates shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
4. All copies of certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.
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 it may be 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.

**INDEMNIFICATION.** The Contractor agrees to fully indemnify and save whole and harmless the County of Tarrant from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, his agents, servants, and employees.

**PRE-BID CONFERENCE:** the Purchasing Department will ensure that purchasing procedures are followed, and the user department will provide technical information and ensure that technical standards are upheld. Purchasing will schedule the pre-bid conference and will assist in conducting the conference to the following extent:

1. Have all representatives sign the attendance roster.
2. Provide a brief introduction describing the project title, magnitude, and performance period.
3. Indicate whether there have been any addenda issued and, if so, ensure all representatives have received a copy.
4. Discuss the role of Purchasing in the procurement and administration process.
5. Discuss Disadvantaged Business Enterprise (DBE) expectations or requirements as outlined in the appropriate section of the specifications.
6. Have the project engineer or architect discuss the specifics of the project to include review of the plans and specifications, allowing for a question and answer session.
7. Determine any issues discussed that require issuance of an addendum. All addenda will be issued by the Purchasing Department and will only be issued if there are at least seven (7) days between the date of the addendum and the specified opening date. Shorter time frames will automatically delay the bid opening by at least one (1) full week. The user department will provide Purchasing with the technical documentation (i.e., changes/additions to the plans or specifications). Purchasing will be responsible for posting the addendum. .

**RECEIPT OF COMPETITIVE BIDS:** The following procedures will be adhered to when receiving bids:

1. All bids will be received by the Tarrant County Purchasing Department.
2. All bids will be stamped with the time and date received. The "Date Stamp Clock" in the Purchasing Department will serve as the OFFICIAL time clock for the purpose of identifying the date and time bids were received in this office.
3. BIDS will not be accepted after the opening time on the date of bid opening. All bids received after the opening time will be returned unopened to the bidder with a letter from the Purchasing Agent notifying them that the bid submitted was received subsequent to the due date and time.
4. After the bids are received, a secure place will be provided by the Purchasing Department for holding the bids until the bid opening. All bids are to be received sealed, and shall remain sealed until opened on the advertised date and time by the Purchasing Department in a public forum.
5. On occasion, bids that are received in the mail, or by some other independent carrier, may be inadvertently opened. If this situation occurs, another Purchasing Department staff member will be called immediately to act as a witness that the details of the bid, particularly the price, were not reviewed and the bid was again sealed by an employee of the Purchasing Department.

The above process will be followed in order to preclude any perception of favoritism or revealing bid prices or information. Having sealed bids publicly received and recording the submission of requested bids is intended to inhibit any perception that the Purchasing Department is manipulating the receipt of bids.

**PUBLIC BID OPENINGS:** Sealed bids will be opened publicly by the Purchasing Department and will be documented. . The Purchasing Department will be responsible for creating the tabulation. The Purchasing Department will post on website for distribution to the general public.

The Purchasing Agent will open the bids on the date, time, and place specified in the notice. The date specified in the legal notice may be extended by the Purchasing Agent if an error is discovered in the original specifications and an addendum is issued to make the necessary corrections. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price.

**BID EVALUATIONS:** The Purchasing Department will evaluate all bids, with assistance from the user department, and a joint recommendation will be made to the Commissioners Court. Purchasing will include an Email with permission from the Purchasing Agent or a signed memo from the user department stating bid acceptance and any other documentation as agenda backup material. The Purchasing Department will be responsible for placing the item on the agenda for the Commissioners Court.

Evaluation of bids will be based on the following factors:

1. the relative prices of the bids, including the cost of repair and the cost of delivery and hauling;
2. compliance of goods and services offered with the bid specifications; and
3. the responsibility of the vendor, including the vendor's safety record, if the Commissioners Court has adopted a definition of safety that is included in the bid, and the vendor's past performance.

When the lowest priced bid is not the best bid, clear justification for not selecting the lowest bidder must be documented to the Court. This recommendation will be support by clear and concise documentation from the user department that explains the rationale for awarding to other than the lowest bidder. A joint review of the bid by the user department and the Purchasing Department is required.

CONTRACT AWARD: The Purchasing Department will recommend the contract award to the Commissioners Court in session. The Court shall:

1. Award the contract to the responsive and responsible bidder who submits the lowest and best bid; or
2. Reject all bids and publish a new legal notice.

If two (2) responsive and responsible bidders submit the lowest and best bid, the Purchasing Agent will determine the award recommendation in accordance with the Commissioners Court Order No. 60616, Procedure for Awarding Tie Bids, which is accomplished by a coin toss to decide the successful vendor for award.

A contract may not be awarded to a bidder who is not the lowest responsive and responsible bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the Commissioners Court and present evidence to dispute that recommendation. After an award, the County Judge will sign the contract on behalf of the County, and the Purchasing Agent or designee will return the bid bonds of any contractor not awarded a contract.

After an award is made, a contract will be processed; originals or copies of the contract will be sent to all appropriate parties, whether for public works or non-public works contracts; and an original will remain on file in the Purchasing Department.

A Notice-of-Award (NOA) letter, which will be issued by the Purchasing Department, will accompany the contractor's copy of the contract. The NOA letter will include the requirements for submission of various documents by the contractor and the time period within which they must be received. For example, bid and performance bonds, along with the insurance certificate, must be submitted within ten (10) business days after receipt of the NOA letter. DBE documentation and a program schedule will be required at the pre-construction conference. The NOA will also state that Notice-to-Proceed will not be issued until such time as the required documents are submitted by the contractor within the specified time period.

PRE-CONSTRUCTION CONFERENCE: The Purchasing Department will be responsible for scheduling the Pre-construction Conference. The user department is responsible for all technical presentations, and the Purchasing Department is responsible for ensuring that all applicable purchasing procedures are followed. Purchasing will assist in conducting the conference to the following extent:

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1. Have all attendees sign the attendance roster, introduce themselves, and briefly explain their involvement in the project.
  2. Briefly discuss the contract requirements, amount, and any other pertinent information about the project. The user department representative will be responsible for providing a thorough synopsis of contract requirements and any County policies that must be adhered to.
  3. Establish dates for submission of all required documents, such as material submittals, payables, progress reports, etc.
  4. If not previously provided, receive required documents from the contractor; i.e., performance bond, payment bond, insurance certificate, and the appropriate DBE documentation.
  5. After receipt of the required documents, the timing of the Notice-to-Proceed will be determined by the user department. It is important to note that the Notice-to-Proceed will not be issued until all required bonds and insurance have been received and verified with the appropriate agency.
  6. Ensure a complete understanding of all issues by all parties prior to the adjourning.

**CONTRACT ADMINISTRATION:** The user department will be responsible for monitoring and documenting contractor performance/compliance and will provide Purchasing with copies of this documentation to keep the Purchasing Department apprised of all performance/compliance issues. Discussions that explain the interpretation of the specifications may be dealt with orally by the user department. If poor performance or non-compliance with the contract is experienced, the user department will be responsible to initiate written corrective action with the contractor. Purchasing will be provided an advance copy of any written correspondence directing correction of a discrepancy. The user department will solicit Purchasing to initiate corrective action, in consultation with the user department, when the user department cannot resolve any conflict through correspondence.

The occupant department must not provide any instructions or requests for changes directly to the contractor. The occupant department must provide all information necessary for the contractor to meet its needs, either through the user department responsible for constructing the facility or the Purchasing Department. Only the user department's project manager or the Purchasing Agent has the authority to give directions to the contractor.

The Purchasing Agent will take all steps related to correcting non-compliance with the contract, but must consult with the District Attorney's Office before taking any steps toward suspension or termination of the contract unless emergency, life safety, or property damage issues require immediate temporary work stoppage. Before any letters, notices, and other communications related to termination or suspension are issued, the contents of these must be reviewed by the District Attorney's Office, as the initial steps toward potential litigation.

Documentation of contractor performance is often overlooked and is, perhaps, one of the most important. To enforce contractual terms, documentation of specific non-compliance must be available. Specific dates, examples, etc., must be documented.

Contract administration duties shall include, but not be limited to, the following activities. Unless otherwise noted, the following are responsibilities of the Purchasing Department:

1. Schedule and assist in conducting the pre-construction conference.
2. Maintain a comprehensive, neat, and orderly contract file that includes all documentation relative to the procurement process and includes pre-solicitation, solicitation, contract award, post award, and administration phases of the project.
3. The Purchasing Agent will present the contractor's performance bond and payment bond to the Commissioners Court for approval within thirty (30) days of award and before the Notice-to-Proceed.
4. The Purchasing Agent will be responsible for monitoring the continued insurance coverage and obtaining updated certificates on a timely basis.
5. Receive and review a copy of the contractor's program schedule, ensuring that it is submitted within the period as specified in the contract specifications.
6. Ensure contractor submittals are provided to the County as prescribed by the submittal schedule established during the pre-construction conference.
7. Receive and review copies of contractor payrolls to ensure payments made to contractor employees are in accordance with the prevailing wage rate classification by trade included in the contract.
8. Perform periodic site visits to the construction site to perform spot labor interviews to ensure contractor compliance with prevailing labor laws.
9. Periodically review copies of contractor invoices for accuracy. Invoices are to be verified against progress reports, when applicable, with any discrepancies being reported to the contractor and user department for resolution. The user department will provide Purchasing with a copy of the invoice immediately upon receipt from the contractor.
10. Correspondence: Discussions that merely explain the interpretation of specifications may be dealt with orally by the user department. All correspondence concerning major issues involving non-compliance, between the contractor and the County, should be directed to the Purchasing Department. This will ensure that Purchasing is aware of any directives being issued to the contractor or any potential problems that may occur about contract performance.

In emergency situations, correspondence regarding minor issues may be issued directly to the contractor by the user department. However, Purchasing should be provided with a copy immediately. It will be left to the professional judgment of the user department representative as to what constitutes an emergency and what is considered to be a minor issue. If it appears that the level of non-compliance should result in a suspension or termination of the contract, the Purchasing Agent must seek the advice of the District Attorney's Office before sending a notice to show cause not to terminate or placing the contract on the agenda for the Commissioners Court to authorize termination.

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11. Purchasing will be responsible for monitoring all insurance and bond certificates. Bid bonds will be provided with all bids over \$50,000 and will be maintained in the Purchasing Department safe. Bid bonds will be returned to all bidders within five (5) business days after contract award. Payment and performance bonds will be provided by the contractor within ten (10) business days after receipt of the Notice-of-Award letter. They should be reviewed by both the user department representative and Purchasing, with the originals being maintained in the Purchasing Department safe. Copies can be provided to the user department upon request. Insurance certificates are to be provided by the contractor during the pre-construction conference. These certificates will be kept in the Purchasing Department main contract file.

CHANGE ORDERS:

- A. The Purchasing Agent on the recommendation of the Facilities Management Director is responsible for all construction related projects may approve Change Orders to construction contracts for the following reasons:
  1. To allow for an additional service request in an amount not to exceed \$50,000, subject to limitations stated in Texas Local Government Code, 271.060(h), if the Auditor and Budget Office verify that the funds are available for the change order and it does not change the scope of the contract.
  2. To allow for contract time extension if the change order does not change the scope of the contract.
- B. Any change orders that increase the cost or change the scope of the contract must be approved by the Commissioners Court. The Facilities Management Department will submit the agenda request to Commissioners Court for approval.
- C. Negotiations of change orders, particularly those that result in an increase in contract price or performance period, or change the scope of the project, will require that Purchasing be notified on a timely basis so the appropriate action can be taken. Purchasing shall always be provided with a copy of the proposed change order, with all available supporting documentation.
- D. No change order will be issued until it is determined that the necessary funds are budgeted and available, and the appropriate backup documentation has been reviewed.
- E. A record of any change order negotiations shall be made by the user department, with a copy sent to Purchasing.

CLOSE OUT PROCEDURES: The Purchasing Department will ensure that all applicable warranty certificates are received and safeguarded throughout the warranty term. The Purchasing Department will provide copies of the warranty certificates to the appropriate departments.

Return of bonds will be administered by the Purchasing Department in cooperation with the user department to ensure that the contract is complete in all respects before these are returned.

**Section 14**

**SHERIFF'S DEPARTMENT PROCEDURE FOR  
PURCHASE OF GOODS, MATERIALS, AND SUPPLIES  
WITH STATE/FEDERAL FORFEITURE FUNDS**

**CONSIDERATIONS**

The District Attorney's Office has considered the issue of purchases made with State and Federal forfeiture funds, as well as purchases from commissary funds. In light of the County Purchasing Act, the District Attorney's Office feels that the County and its officers—such as the Sheriff, the Purchasing Agent, and the Auditor—would be well advised to follow the procedures set forth below for the purchase of goods, materials and supplies. Issues of contracting authority or contracts are beyond the scope of [the District Attorney's Office's] findings, except to the extent that purchase of the tangible property alone implicates competitive bidding procedures.

**PROCEDURES FOR FORFEITURE FUND PURCHASES**

1. The first step in any purchase of goods, materials, and/or supplies should be establishment of a budget line item from whose funds the item shall be purchased. For general funds, such a line item is created when a department's annual budget is passed by Commissioners Court or when the Court later amends the annual budget.

When the Sheriff's Department<sup>1</sup> desires to make a purchase from State forfeiture funds, it should first identify a forfeiture fund line item (in its initial requisition) from which the funds may be deducted. If there is no appropriate line item available to make the desired purchase at the estimated price, the Sheriff's Department should request the Commissioners Court to create the appropriate line item in an amount sufficient to cover the anticipated expense of the contemplated purchase. Under *Art. 59.06 (d) of the Texas Code of Criminal Procedure*, the Commissioners Court will have a ministerial duty to approve this budget amendment.

Federal forfeiture funds are not legally required to be administered as part of the County budget. If it wishes to purchase items with these funds, the Sheriff's Department need only notify the Commissioners Court through a memo to the County Administrator that it wishes to spend x (estimated amount of federal forfeiture funds) for y (goods, materials, or supplies it wishes to purchase with the money).<sup>2</sup>

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<sup>1</sup> Assuming that the Sheriff's Department is the entity spending forfeiture funds, these same procedures should also be followed whenever any other County law enforcement agency is spending forfeiture funds.

<sup>2</sup> There is no legal authority for this notification requirement; however, it is suggested for accounting and pragmatic purposes in order to keep procedures for purchase relatively uniform regardless of specific source of the public funds being expended in a given instance.

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2. The second step involves the Sheriff's Department sending a requisition for the desired item(s) to the County Purchasing Agent. When the Sheriff's Department intends to pay with forfeiture funds, it should so inform the Purchasing Agent, specifying which kind of forfeiture funds it intends to use for payment, and an appropriate budget line item for purchases with State forfeiture funds. The requisition shall also contain any other information the Sheriff's Department wishes the Purchasing Agent to have, such as a particular vendor who may be selling the product.
  3. The Purchasing Agent should then make the purchase according to the specifications provided by the Sheriff's Department, which has the sole discretion to set specifications for items to be purchased with forfeiture funds within the parameters of applicable law. The Purchasing Agent has the discretion to seek the best price, to buy from the vendor of his choice so long as the specifications are met, and to competitively bid the purchase even if the law doesn't require it in a particular case.<sup>3</sup> (In any case, it will be the Purchasing Agent who will determine if competitive bidding will be employed.) If competitive bidding is utilized, standard procedures should be used: *viz.* The Commissioners Court should provide permission to seek competitive bids, and, after bids are received, they should award the contract to the "lowest and best" bidder. The Court's duty to facilitate the purchase by granting permission to seek bids and by choosing the "lowest and best" bidder is **ministerial**; however, the decision of which vendor to select is **discretionary**. The "purchase" is made, and the amount of purchase definitely ascertained, when the *purchase order* is issued (if competitive bid procedures are not being used) or when the *contract is awarded by the Commissioners Court* (if competitive bidding is employed).
  4. When the items are received from the vendor, the Sheriff's Department shall verify that the items received match the Sheriff's Departments requisition and the Purchasing Agent's Purchase Order. If so, it should so notify the Purchasing Agent.
  5. Finally, upon completion of step 5, the Auditor shall issue the warrant from the proper forfeiture funds.

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<sup>3</sup> Whenever competitive bidding procedures are employed, the Commissioners Court should award the contract to the lowest and best bidder. Based on the rationale of Attorney General Opinion DM-246 (1993), the Commissioners Court would be prohibited from rejecting all bids for the purpose of thwarting the purchase, since the determination of what kind of goods are to be purchased with the money belongs to the Sheriff alone. The Commissioners Court's duty to facilitate the purchase, according to this opinion, is "ministerial".

## Section 15

### SHERIFF'S DEPARTMENT INTERIM PROCEDURE FOR PURCHASES OF GOODS, MATERIALS, AND SUPPLIES WITH COMMISSARY FUNDS

#### CONSIDERATIONS

The procedures for spending commissary funds should be very similar to the procedures set forth in the previous section.

#### PROCEDURES FOR COMMISSARY FUND PURCHASES

1. The step involves the Sheriff's Department sending a requisition for the desired item(s) to the County Purchasing Agent. When the Sheriff's Department intends to pay with commissary funds, it should so inform the Purchasing Agent.
2. Again, the Purchasing Agent should then make the purchase according to the specifications provided by the Sheriff's Department, which has the sole discretion to set specifications for items to be purchased with commissary funds within the parameters of applicable law. The Purchasing Agent has the discretion to seek the best price, to buy from the vendor of his choice so long as the specifications are met, and to competitively bid the purchase even if the law doesn't require it in a particular case.<sup>4</sup> (In any case, it will be the Purchasing Agent who will determine if competitive bidding will be employed.) If competitive bidding is utilized, standard procedures should be used: *viz.* The Commissioners Court should provide permission to seek competitive bids, and, after bids are received, they should select the "lowest and best" bidder. The Court's duty to facilitate the purchase by granting permission to seek bids and by choosing the "lowest and best" bidder is **ministerial**; however, the decision of which vendor to select is **discretionary**. The "purchase" is made, and the amount of purchase definitely ascertained, when the *purchase order* is issued (if competitive bid procedures are not being used) or when the *vendor is selected by the Commissioners Court* (if competitive bidding is employed).
3. When the items are received from the vendor, the Sheriff's Department shall verify that the items received match the Sheriff's Department's requisition and the Purchasing Agent's Purchase Order. If so, it should so notify the Purchasing Agent.
4. Finally, upon completion of step 3, the Auditor shall issue the warrant from the commissary funds in escrow.

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<sup>4</sup> Whenever competitive bidding procedures are employed, the Commissioners Court should select the lowest and best bidder. Based on the rationale of Attorney General Opinion DM-246 (1993), the Commissioners Court would be prohibited from rejecting all bids for the purpose of thwarting the purchase, since the determination of what kind of goods are to be purchased with the money belongs to the Sheriff alone. The Commissioners Court's duty to facilitate the purchase, according to this opinion, is "ministerial".

**Section 16**

**PROCEDURES FOR PURCHASE OF PARTS AND SERVICES  
FOR CENTRAL GARAGE**

**CONSIDERATIONS**

The Central Garage has a need to reduce the down time of County vehicles in need of repairs and/or service. Previously, it was not uncommon for a vehicle to sit for four (4) to five (5) hours or more pending receipt of parts while the requisition was being submitted and approved by the Auditor, and the Purchase Order issued.

**GOAL**

These procedures:

1. allow the Central Garage to have a Purchase Order number at all times for automotive items under annual contract;
2. provide audit trails;
3. eliminate the necessity and urgency for the Central Garage to submit requisitions, the Auditor's Office to approve the requisitions, and the Purchasing Department to issue the Purchase Orders.

**PROCEDURES OVERVIEW**

At the end of each month, the Central Garage is to submit a requisition for each primary and secondary vendor for automotive parts purchases for the upcoming month. The Purchase Order is to be issued prior to the first of the month in which it is to be used. When the Central Garage has a parts requirement, they will have an existing Purchase Order number and will be able to order the parts. Each time parts are ordered the Central Garage is to submit a requisition that supplements that month's Purchase Order. The receiving reports are to be entered and the invoices paid. This procedure reduces vehicle down time by half, but still maintains audit trails.

**DETAILED PROCEDURES FOR  
CENTRAL GARAGE PARTS/SERVICE PURCHASES**

1. **Establishment of Purchase Order for Parts:** Prior to the end of the month, the Central Garage is to submit a requisition for each of the primary and secondary vendors for the *Annual Contract for Automotive and Light Truck Parts and Supplies, After Market and OEM*, and a requisition to the vendor for other automotive-related annual contracts as required.

The requisition will consist of one (1) line stating "contract purchases for (vendor) for the month of \_\_\_\_\_." The quantity and unit of issue is to be 1 EA, and the amount is to be .01.

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2. **Placement of Orders:** Central Garage is to place orders to the appropriate vendor consistent with the bid award. Orders are to be placed only for items covered under the contract and to the correct vendor.
  3. **Submission of Requisitions:** After the order has been placed, the Central Garage is to submit a requisition to supplement the existing Purchase Order (PO). Central Garage is to ensure that the items are for the correct vendor and that the vendor is charging the correct price as specified in the contract. The requisition is to include the vendor's invoice number.
  4. **Supplement of Purchase Order:** Purchasing is to supplement the PO and verify that the vendor listed was awarded the contract for the items being purchased. The PO line limit is nine hundred ninety-nine (999). Once this number has been reached, a new PO will be required.
  5. **Goods Receipt.** Upon receipt of items and after the PO has been supplemented, the Central Garage is to enter a Goods Receipt.
  6. **Invoices:** Invoices are to be sent to the Central Garage, where the PO Line Item Number is to be noted for each line of the invoice. This step is to prevent charges being applied to the wrong PO line by Accounts Payable (a more likely possibility as the number of PO lines increases toward 999). Invoices are then to be sent to Accounts Payable for payment.
  7. **Accounts Payable:** Accounts Payable is to be provided a listing of PO numbers at the end of each month for the following month. Accounts Payable is to be advised never to pay the first line of the PO (the original entry to obtain the PO number for .01). If items on the invoice are not marked with PO Line information, Accounts Payable is to forward the invoice to the Central Garage, requesting the correct notations. If notations have been made, Accounts Payable is to process the invoice in the usual manner.
  8. **Purchase Order Closure:** At the beginning of the month, the Central Garage is to forward a written request to the Auditor's Office requesting that PO line 1 of the prior month's PO's be closed. This will allow the PO to close after all items have been received and paid for.
  9. **Establishment of Purchase Order for Services/Repairs:** At the end of the month, Central Garage is to submit requisitions for the annual contracts for repairs. The Central Garage is to estimate the monthly amount required for each contract. The quantity and unit of issue is to be 1AU for a service PO. If repairs exceed the estimated amount, the Central Garage is to submit a supplemental requisition, and the PO will be supplemented.
  10. **Annual Repair Contracts:** The Annual Contracts for repairs are:
    - a) Automotive and Light Truck Body Repairs
    - b) Automotive and Light Truck Radiator Repair
    - c) Automotive and Light Truck Transmission Repairs
    - d) Radiator Repairs
    - e) Windshield Replacement and Repairs

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11. **Invoices**: Each invoice for repairs is to contain the vehicle identification information and to be signed by the Central Garage.
  12. **Purchase Order Closure**: At the beginning of each month, the Central Garage is to forward a statement to the Auditor's Office listing the invoice number and amount for all repairs for each PO and request that the PO be closed after final payment of listed invoices.

The purchase of tires is to continue to be on a separate Purchase Order.

Items not covered on listed bids are to be submitted on separate requisitions and processed in the usual manner.

**Section 17**

**EXEMPTIONS TO THE COMPETITIVE BID PROCESS**

**PURCHASING ACT**

Many goods and services can be exempt from the competitive bid process if the Commissioners Court orders the purchase exempt. Section 262.024 of the Texas Local Government Code lists in detail all the circumstances when exemptions are available for purchases made from current funds, bond funds, or through warrants. The following is a comprehensive list of these circumstances:

1. Goods and services that must be purchased in a case of public calamity, if it is necessary to make the purchase promptly to relieve the necessity of the citizens, or to preserve the property of the County.
2. Goods and services necessary to preserve or protect the public health or safety of the residents of the County.
3. Goods and services necessary because of unforeseen damage to public property.
4. Personal or professional service.
5. Work performed and paid by the day, as the work progresses.
6. Any land or right of way.
7. Goods and services that can only be obtained from one source, including:
  - a) Goods and services for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
  - b) Films, manuscripts, or books;
  - c) Electric power, gas, water, and other utility services; and
  - d) Captive Replacement parts.
8. Food goods.
9. Personal property sold at auction by a state-licensed auctioneer, in a going-out-of-business sale held in compliance with the Business and Commerce Codes, or by a political subdivision, state agency, or federal government entity.
10. Work performed under a community and economic development contract under Section 381.004.
11. Renewal of a lease or equipment maintenance agreement.

## **PURCHASING AT AUCTION**

Section 262.024 of the Texas Local Government Code, Exemption 9, as mentioned in the previous paragraph, addresses the sale of personal property sold at auction by a State-licensed auctioneer.

The opportunity exists for potential savings to be realized by the County and Precincts if certain used cars, trucks, road/construction equipment are purchased at auction by the Purchasing Agent as allowed by law.

## **POLICY**

All purchases at auction will be made by the Purchasing Agent after authorization from the departments/precincts to participate in this type of procurement process.

Before such equipment were procured, determinations are to be made as to the appropriate sale value, whether the equipment has been maintained properly, the probable useful service life remaining, and whether a significant cost savings could result.

## **PROCEDURE**

Written or verbal notification must be submitted to the Purchasing Agent before attendance at auction will occur. Used equipment to be purchased as requested by certain departments/precincts must have previous budget approval for each expenditure.

## **PUBLIC FINANCE ACT**

Section 262.023 of the Texas Local Government Code lists all the circumstances when exemptions are available for purchases made out of certificate of obligation funds. The following is a list of these circumstances:

1. All of the circumstances that may be exempted under the Purchasing Act.
2. Work performed by the County's employees and paid for by the day, as the work progresses.
3. The purchase of any land, building, existing utility system, or right of way for authorized needs and purposes.
4. A contract paid entirely from current funds or bond funds or a contract for which advertising was done in compliance with Chapter 271 of the Texas Local Government Code and certificates of obligation are to be awarded to provide for a deficiency in current funds or bond funds.
5. The sale of a public security as defined in Vernon's Texas Civil Statutes.

## **POLICY**

Exemption orders must be processed through the Purchasing Department. In all cases except the acquisition of interests in land for County roads, bridges, parks, and all purchases of real property, the Purchasing Agent will request the exemption order from the Commissioners Court.

## **PROCEDURE**

A memo must be submitted to the Purchasing Agent requesting an exemption to the competitive bid process. The memo must state specific details and an explanation of why an exemption from the competitive bid process should be requested and granted. All departments requesting exemptions should include a copy of the contract, if available, the name of the contractor, the goods and services covered by the order, maximum cost, and other relevant particulars.

## **EMERGENCY**

Emergency means circumstances where an immediate response is required to provide for the safety of persons or property, but does not include any situation that results in the County Judge declaring a local state of disaster in compliance with the Tarrant County Policies, Procedures, and Regulations Manual.

**Emergency purchases that exceed \$50,000 require a Court Order granted by the Commissioners Court before a purchase order can be issued.**

## **PROFESSIONAL OR PERSONAL SERVICE**

Please refer to Section 12 of this manual regarding this type of purchase.

## **SOLE SOURCE GOODS AND SERVICES**

Sole source goods and services require a statement from the Purchasing Agent as to the existence of only one source, and specifically noting which type of listed sole source good or service is being purchased. The statement will be submitted for acceptance by the Commissioners Court and must be reflected on the agenda of the meeting of the Commissioners Court. Sole source items include:

1. Goods and services for which competition is precluded from bidding because of the existence of patents, copyrights, secret processes, or monopolies;
2. Films, manuscripts, or books;
3. Electric power, gas, water, and other utility sources; and
4. Captive replacement parts.

## **FOOD**

The Commissioners Court orders that the purchase of certain food items for correctional facilities of Tarrant County are exempt from the competitive bidding requirements of the Purchasing Act if the following procedures are followed in making the purchases:

1. **Bi-monthly Purchases:** Fresh Meats & Commodities (flour, rice, etc.) and Groceries (frozen foods, canned foods, staples).
  - a) Specifications will be prepared by the Purchasing Department, with assistance from the using department.
  - b) The buyer shall select local suppliers from the current Tarrant County Purchasing Department database of vendors.
  - c) A Request for Quotation will be forwarded to a list of qualified suppliers via fax or email, allowing a minimum of ten (10) calendar days for vendor's response. [Note: The using department's electronic requisition may be utilized faxed as the formal vehicle for requesting a quotation.]
  - d) The lowest and best quotation will be determined based either on the overall low quotation or on the line item low quotation, whichever is more advantageous to the County. In determining responsible bidder and lowest and best quotation, the buyer will consider relative price of the quotations; compliance of the products with the specifications; and responsibility of the vendor, including vendor's financial and practical ability to perform and past performance, especially in relation to timeliness of delivery and quality of product. If after award a vendor does not provide the volume or quality of food or the timeliness of delivery required by the specifications, the buyer may purchase urgently needed replacement foods from the next lowest vendor.
  
2. **Weekly Purchases:** Fresh Produce and Fresh Eggs.
  - a) Fresh produce and eggs will be purchased from local "wholesale" produce markets on a weekly basis. The vendors are required to provide delivery of these items directly to the Juvenile Services Department approximately two (2) to three (3) times each week.
  - b) The Juvenile Services Assistant Director will contact the vendor each week with a list of their weekly requirements.
  - c) Prices will be checked periodically in order to maintain checks and balances of the wholesale prices.
  
3. **Semi-Annual Purchases:** Dairy Requirements, Fresh Milk.

The same bidding procedures as required in Item 1 above (Fresh Meats & Commodities and Groceries) will apply.
  
4. **Semi-Annual Purchases:** Bakery Items, Fresh Bread.

The same bidding procedures as required in Item 1 above (Fresh Meats & Commodities and Groceries) will apply.

**LEASE OF REAL PROPERTY:**

The Facilities Management Department must review some leases for real property before it is presented to the Commissioners Court. Facilities Management must ensure that the lease is consistent with the County space plan. The search for space must be done in a manner that protects the best interests of the County through comparison or competition so that any real estate opportunities that are appropriate and available have been discovered and considered. After review of all available property and space considerations, comparisons will be made in regard to location, accessibility, lease prices, parking, renovation requirements, lease terms, etc. A lease contract will then be prepared and approved by the District Attorney's Office before being placed on the Commissioners Court agenda for approval. The Facilities Management Department will handle the administration of all lease agreements. Lease administration if there are non-compliance issues will be handled by Facilities with the advice of the District Attorney's Office.

## Section 18

### **RENEWAL OF EQUIPMENT LEASES AND MAINTENANCE CONTRACTS**

#### **STATUTE**

The renewal or extension of a lease or an equipment maintenance contract can be exempt from formal competitive bidding if the Commissioners Court grants the exemption, AND IF:

1. the lease or contract has gone through formal competitive bidding within the preceding year;
2. the renewal or extension does not exceed one (1) year; and
3. the renewal or extension is the first renewal or extension of the lease or contract.

#### **POLICY**

The purchase of all equipment leases and maintenance contracts will be handled through the Purchasing Department. All renewal or extension orders will be processed through the Purchasing Department. Any negotiations with bidders will be supervised by the Purchasing Agent. Purchasing will maintain the original documents and send the user department a copy when requested.

Purchasing will monitor maintenance contracts for expiration dates and will treat their renewal as annual term contracts.

The Purchasing Agent is authorized to execute any contracts for equipment leases and maintenance contracts that are procured in compliance with the Purchasing Act and if cost does not exceed \$50,000. All other contracts must be approved by the Commissioners Court.

#### **PROCEDURES**

The user department will enter a requisition in the SAP system, identifying the budget line item account. The requisition should identify the purchase as either a lease or a maintenance contract.

Invoice copies referenced in the requisition, if retained by the user department, should be sent to Purchasing immediately. The requisition should always include the serial number, model number, and physical location of the equipment. The beginning and ending dates of coverage should also be specified.

If a renewal, the original contract number should be identified in the requisition.

If the request is for a sole source lease or maintenance agreement, the user department must follow up the requisition with a memo justifying why it is a sole source purchase.

Records Management, Information Technology, and Purchasing will work closely together to determine the appropriateness of a maintenance contract versus in-house repairs. Departments should coordinate their efforts to ensure that the maintenance contract sought is appropriate.

Facilities Management should always be contacted before any new equipment is acquired, so they can determine if there is adequate space and other facilities resources for the proper operation of the equipment.

NOTE: An often-overlooked cost of equipment or software is ongoing maintenance. All ongoing maintenance issues should be considered, evaluated, and priced in the initial procurement process.

## Section 19

### RECEIPT OF GOODS

#### POLICY

Departments should notify the Accounts Payable section of the Purchasing Department if goods are not received by the due date or if damaged freight is delivered.

#### ORDER VERIFICATION

Department or precinct employees receiving shipments must pay particular attention to the delivery ticket and be sure it matches the Tarrant County purchase order. The individual receiving the goods must verify that all goods were shipped as stated on the delivery ticket, and sign **IN HIS OR HER OWN NAME—A FULL SIGNATURE IN INK**—and write the **PURCHASE ORDER NUMBER** on all of the appropriate documentation, particularly the County copy.

#### DAMAGED FREIGHT

When a shipment arrives, the user department must inspect the condition of all cartons. If freight is undamaged, the department/precinct receiving the shipment should sign the freight bill.

If the freight is visibly damaged, the receiving department must instruct the freight line driver to:

1. Note the damage on the freight bill; and then
2. Sign the freight bill.

If there is concealed damage, save the shipping cartons so the Purchasing Department can notify the freight line and request an “inspection and report of concealed damage.” Any receiving report processed should always mention all damaged merchandise.

All boxes and packing materials should be kept in the event of visibly damaged or concealed damaged freight shipments.

Damaged freight must be reported to the freight line within fifteen (15) days after delivery. After fifteen (15) days, the freight line is no longer liable for the damage.

All goods not received properly or not in compliance with the contract should be documented and reported to the Purchasing Department as soon as possible, so that the vendor can be notified and instructed to take corrective action.

Damaged goods should not be returned to the freight line or to the vendor, unless specifically requested to do so, and then only if a claim has been filed or authorization has been given by the vendor—including a **RETURN NUMBER**—or by the Purchasing Department.

## **DOCUMENTATION**

All receiving documentation should be maintained by the user department for their records. It is the policy of Tarrant County to have all vendor invoices sent directly to Accounts Payable, 100 E. Weatherford, Suite 506, Fort Worth TX 76196-0103.

Any warranty information should be copied to the Purchasing Department.

**THE USER DEPARTMENT MUST ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF DELIVERED GOODS IMMEDIATELY BY ENTERING A GOODS RECEIPT TRANSACTION IN SAP.** For SAP instructions, refer to the Tarrant County training materials website (employee web section).

## **GOODS VS. SERVICE PURCHASE ORDERS**

The purpose of this Policy is to clarify whether a Purchase Order should be a *Goods* or *Service* PO. This is only a guide. Buyers issuing the PO shall have the flexibility to determine whether the PO should be a *Goods* or *Service* PO, based on these guidelines or other circumstances. Guidelines for determining which type of requisition to enter for specific purchasing situations can be found on the SAP Training Materials website.

### **Goods PO**

A *Goods* PO can be described as a Purchase Order issued for the procurement of “tangible materials”. Some examples are vehicle parts and office supplies. A *Goods* PO requires a line for each item on the Purchase Order. The Purchase Order and Invoice must match item for item. Upon receipt of each item, the department will be required to enter a receiver in order for the invoice to be paid.

### **Service PO**

A *Service* PO can be described as a Purchase Order issued for the procurement of “non-tangible materials”. A *Service* PO normally contains charges for labor, repairs, or other services performed by a vendor. Examples of these services are installation charges, cleaning charges, rentals, maintenance, subscriptions, armored car services, janitorial services, etc. In addition, *Service* PO’s include items that cannot be received as a whole unit, such as road materials and fuel services. A *Service* PO is issued as one (1) Activity Unit (AU) that covers the entire invoice. *Service* PO’s require a receiver called a Service Entry Sheet (SES). Instead, invoices must be signed by the department acknowledging receipt of all parts, service, and labor listed on the *Service* PO.

The exceptions to the above are purchases made under the Mechanical/Electrical/Plumbing (MEP) contracts, which are to be handled as follows:

Prior to performing any routine service(s) at a Tarrant County facility, the vendor’s representative is responsible for first obtaining a formal Purchase Order Number from that particular facility’s building engineer or supervisor (through the Purchasing Department). In such cases where routine parts and service/labor have already been received complete, then a *Service* Purchase Order should be issued to cover the Invoice charges.

In the case of emergency service(s)—other than routine service(s), as defined by the Facilities Management Department—the vendor may perform that service, under the direction of the Facilities Management Department. Then, the vendor must submit a service ticket to the building engineer that will be used to prepare a formal Purchase Requisition; and, in turn, a formal Purchase Order Number will be generated. The vendor must then list this Purchase Order Number on all subsequent original invoices requesting payment. However, if such services are performed under an MEP Annual Contract, then a *Goods* Purchase Order may be issued to cover the invoice charge. The services, including delivered item/part and services, are to be received in SAP by the County Department in the usual manner (quantity = 1 AU). For SAP instructions, refer to the Tarrant County Training Materials website.

**Section 20**

**PROCUREMENT CARD PROCEDURES**

**PURPOSE**

To establish a methodology for use and to define the limits of use of County issued credit cards provided to certain personnel in order to make purchases of goods and/or services in work stoppage situations.

**ATTACHMENTS**

1. "Procurement Card Account Application Form"
2. "Employee Agreement"
3. "Purchasing Log"

**GENERAL**

A. ABBREVIATIONS

PCS: Procurement Card System

B. DEFINITIONS

Vendor: A company from which a cardholder is purchasing materials and/or equipment or services under the provisions of this procedure.

Cardholder: Personnel who have been issued procurement cards and who are authorized to make purchases in accordance with these procedures

Direct Supervisor: This individual shall review and approve a cardholder's monthly statement of account.

Coordinator: The County Purchasing Agent is responsible for all program details, including all cardholder inquiries.

Statement of Account: This is the monthly listing of all transactions by the cardholder, issued by the bank directly to the cardholder and the coordinator.

Single Purchase Limit: A dollar amount limitation of Purchasing authority delegated to a cardholder. This dollar limit has been established by the Commissioners Court.

Requisitioner: An employee who has a need for materials or services in a work stoppage situation that can be fulfilled only by a vendor. Under this Procurement Card System Procedure, a requisitioner may be a cardholder.

## PROCEDURE

### A. INTRODUCTION

This program is being established in order to provide immediate access to goods and/or services in a work stoppage situation. Using the Procurement Card System can dramatically shorten the processing time necessary in the traditional requisition process for any work stoppage situation. The traditional process for requisition approval, checking prices, order placement, delivery of goods, and invoicing will now be alleviated. Those who have been issued procurement cards may now initiate a transaction in person within the limits of this policy/procedure and receive goods. Payments to vendors will be made by Accounts Payable once a month at the end of the billing cycle.

### B. RECEIVING A PROCUREMENT CARD

Only Department Heads/Elected Officials may propose personnel to be cardholders by sending a signed memo to the County Procurement Card Coordinator.

Since the Commissioners Court shall designate the number of cards per department, this request will be either approved or denied after being placed on the Court agenda. The Commissioners Court may also authorize additions or deletions of personnel who have use of these cards.

In the event of any emergency, the coordinator may request an increase or deletions of personnel having the use of these cards. Either the Coordinator or the Auditor may retrieve and destroy cards as required to protect the County's interests.

The proposed cardholder and the requesting Department Head/Elected Official shall be issued a copy of this procedure and will be required to sign a Cardholder Enrollment Form and an Employee Agreement. This agreement indicates that the cardholder and the Department Head/Elected Official understand the procedures and the responsibilities of a Procurement Card System cardholder. The enrollment form indicates all information needed to set the cardholder properly in the Procurement Card System.

The Coordinator shall maintain all records of procurement card requests, dollar limitations, cardholder transfers, and any lost/stolen/destroyed card information.

### C. AUTHORIZED CREDIT CARD USE

1. The unique procurement card that the cardholder receives has his/her name embossed on it and shall be used ONLY by the cardholder. NO OTHER PERSON IS AUTHORIZED to use the card. The cardholder may make transactions on behalf of others in their department for any work stoppage situation. However, the cardholder is responsible for all use of his/her card.
2. Either the Coordinator or the Auditor will report cards lost, stolen, or used without the permission of the County.
3. All purchases are contemplated to occur within the State of Texas and not in any foreign country.



4. Use of the procurement card shall be limited to the following conditions:
  - a) The total value of a transaction shall not exceed the County single purchase or monthly per-card limit of \$1,000.00. If extenuating circumstances were to occur, the Coordinator or Auditor should be consulted immediately for guidance.
  - b) All items purchased shall be available immediately at time of procurement card use, with no backordering allowable.
  - c) Payment for a purchase will not be split into multiple transactions to stay within the single purchase limit! Spending limit of \$1,000.00 per card per month must be adhered to.
  - d) Procurement card purchases for meals, travel, or hotel expenses generally will not be allowed for expenditures governed by the existing travel policy or per diem rates unless preapproved by the Procurement Card Coordinator or the Auditor. Any other situations for transactions like this will be handled on an individual basis and must be approved by the Procurement Card Coordinator or the Auditor.
  - e) Cardholder shall inform the vendor that goods/services are on a tax-exempt status.

D. UNAUTHORIZED PROCUREMENT CARD USE

1. The procurement card SHALL NOT BE USED for the following:
  - a) Personal purchases.
  - b) A single purchase that exceeds the \$1,000.00 per month purchase limit established by the Commissioners Court.
  - c) Entertainment expense.
  - d) Cash advances.
  - e) Telephone calls/monthly service.
  - f) Department Heads/Elected Officials may enact a more restrictive policy regarding usage of cards in their respective department.
2. A cardholder who makes unauthorized purchases, carelessly uses the procurement card, or fails to turn in the appropriate documentation may be liable for the total dollar amount of such unauthorized purchases, plus any administrative fee charged by the bank in connection with the misuse. The cardholder will also be subject to disciplinary action and potential termination from his/her job. This is further described in Section 4..

## E. MAKING A PURCHASE

Procurement procedures permit a purchase of goods or services in a work stoppage situation if their value is \$1,000.00 or less, to be made from a "Vendor of Choice." This implies the possibility of not comparing sources or competition between vendors. However, it is also policy to seek competition when possible, utilize existing contracts, and seek the lowest prices within the parameters of quality and delivery. Accordingly, whenever making a procurement card purchase, the cardholder will check sources of supply as reasonable to the situation to assure the best price and delivery. Where possible, the Purchasing Department will establish annual price agreements and identify the suppliers.

Cardholders will utilize the following "checklist" when making a purchase:

1. Check the Suppliers list provided by Purchasing when possible, to see if vendors and prices have already been established for the required goods. If not, solicit a reasonable number of sources as reasonable to the situation. If vendors furnish standing price quotations or catalog prices on a recurring basis, check that the price listed is current.
2. Review Minority/Women Enterprise listing to see if such a firm supplies that particular good or service. This listing can be obtained from the Purchasing Agent.
3. Once a vendor is designated and that vendor confirms that the good or service is available, meets the specification and delivery requirements, etc., take the following steps:
  - a) Confirm that the vendor agrees to accept MASTERCARD.
  - b) Direct the vendor to include the following information on the shipping label and packing list:
    - i. Cardholder's name and telephone number
    - ii. Complete delivery address
    - iii. The words "Credit Card Purchase"
    - iv. The vendor's order number
  - c) It is extremely important that all purchases be sent to the cardholder ordering the merchandise, as this will ensure that the documents necessary for the record keeping are readily available to the cardholder.

F. CARDHOLDER RECORD KEEPING

Whenever a procurement card purchase is made over the counter, documentation shall be retained as proof of the purchase. Such documentation will be used to verify the purchases listed on the cardholder's monthly statement of account and must contain specific information of each item purchased.

When the purchase is made over the counter, the cardholder shall retain the invoice and original "customer copy" of the charge receipt. Prior to signing this slip, the cardholder is responsible for making sure that the vendor lists the quantity and fully describes the item(s) on the charge slip. The transaction's details should also be added to the cardholder's "Purchasing Log" (Attachment 3).

G. REVIEW OF MONTHLY STATEMENT

At the end of each billing cycle, the cardholder shall receive from the bank his/her monthly statement of account that will list the cardholder's transaction(s) for that period.

The cardholder shall check each transaction listed against his/her purchasing log, receipts, and any shipping documents to verify the monthly statement.

The original sales documents (packing slip, invoice, cash register tape, and credit card slips, etc.) for all items listed on the monthly statement MUST be neatly attached, in purchasing log sequence, to the statement. This data attachment is critical to enable audit substantiation. **IF THIS ROUTINE IS NOT ADHERED TO, THE CREDIT CARD WILL BE REVOKED.** The careful matching of complete support documents to the log and then to the statement is vital to the successful use of this program.

After this review, the cardholder shall sign the statement, and present the monthly statement to his/her approving supervisor for approval and signature. The cardholder shall verify that the reviewed and approved statement is forwarded to the Procurement Card Coordinator, for incorporation with other cardholders' statements to be reconciled with a monthly summary provided by the bank.

The approving supervisor shall check the cardholder's monthly statement and purchasing log and confirm with the cardholder the following items as a minimum:

1. Receipts exist for each purchase.
2. The goods were received or the services were performed.
3. The cardholder has complied with applicable procedures, including this Procurement Care System procedure.

The approving supervisor's signature/approval of a cardholder's monthly statement indicates that the cardholder was authorized to make those purchases and those purchases were made in accordance with the applicable procedures.

The cardholder shall review the monthly statements and secure his/her approving supervisor's approval within two (2) working days of receipt. Approved monthly statements and appropriate logs and documents shall be forwarded immediately to the Procurement Card Coordinator.

Purchasing Card Returns — If an item is not satisfactory, received wrong, damaged and/or defective, duplicate order, etc., the cardholder should make contact with the vendor to explain the problem and inquire about return policies.

If the cardholder is disputing a charge, he/she shall complete a Dispute Form and include it with the statement package to the Coordinator.

1. If an item has been returned and a credit voucher received, the cardholder shall verify that this credit is reflected on the monthly statement.
2. If purchased items or credits are not listed on the monthly statement, the appropriate transaction documentation shall be RETAINED by the cardholder until the next monthly statement. If the purchase or credit does not appear on the statement within 60 days after the date of purchase, the cardholder or approving supervisor shall notify the Coordinator.

If items purchased by the use of the credit card are found to be unacceptable, the cardholder is responsible for obtaining replacement or correction of the item as soon as possible. If the vendor has not replaced or corrected the item by the date the cardholder receives his/her monthly statement, then the purchase of that item will be considered in dispute.

#### H. MONTHLY SUMMARIES

Monthly Account Summaries, listing all transactions, shall be issued by the bank to the appropriate Coordinator and approving Department Head/Elected Official. These listings will allow the approving supervisors to track their cardholder's activities and act as a checklist for the Coordinator to anticipate which approved monthly statements are due from which cardholders.

More than two (2) reminders to a cardholder that an approved monthly statement is delinquent will be grounds for withdrawing the credit card from that user.

#### I. CARD SECURITY

It is the cardholder's responsibility to safeguard the credit card and account number to the same degree that a cardholder safeguards his/her personal credit information.

The cardholder must not allow anyone to use his/her account number. A violation of this trust will result in that cardholder having his/her card withdrawn and disciplinary action.

If the card is lost or stolen, the cardholder shall immediately notify the bank at 1-800-316-6056. Representatives are available 24 hours a day. Cardholder must advise the representative that the call is regarding a MasterCard Purchasing Card.



The Coordinator must also be notified immediately.

A new card shall be promptly issued to the cardholder after the reported loss or theft. A card that is subsequently found by the cardholder after being reported lost shall be destroyed.

J. CARDHOLDER SEPARATION

Prior to separation from the County, the cardholder shall surrender the credit card and current procurement card purchasing log to his/her Department Head. Upon its receipt, the Department Head will review, approve, and forward to the Procurement Coordinator the month end credit card statement and destroy the card.



J.P.Morgan

### U.S. Commercial Card Application

#### COMPANY / ORGANIZATION INFORMATION

TARRANT COUNTY      
 Company / Organization Name\* Bank Number\* Company Number\* Agent Number\* (card design code)

#### APPLICANT SECTION\* - \*indicates a required field

Account Holder Type\*:  Individual  Department (If card issued to department please skip 1 and 6)

#### 1. APPLICANT INFORMATION

Full First Name\* Middle Initial Last Name\*  
   
 Date of Birth\* (mm/dd/yyyy) Employee ID

#### 2. ACCOUNT SECURITY

(Access Code 1 and Access Code 2 cannot be the same)  
  
 Access Code 1\* (any 4 digit number)  
  
 Access Code 2\* (any 4 alpha/numeric characters)

#### 3. NAME AS IT WILL APPEAR ON CARD

Name as it will appear on Card\* (21 character limit - including spaces)  
  
 Second line to appear on Card (21 character limit - including spaces) e.g. Company Name/Other, etc.

#### 4. ACCOUNT CONTACT INFORMATION

Business email address\*  
   
 Business phone number\* Mobile phone number\*

#### 5. ACCOUNT MAILING ADDRESS

Mailing Street Address\*  
  
 Mailing Street Address Line 2 (if applicable)  
  
 City\*  
   
 State\* Zip Code\*

#### 6. HOME ADDRESS

Home Street Address\*  
  
 Home Street Address Line 2 (if applicable)  
  
 City\*  
   
 State\* Zip Code\*

#### ADMINISTRATOR SECTION - \*indicates a required field

#### 7. ACCOUNT SPEND LIMITS/CONTROLS

\$    
 Spend Limit\* Cycle Transaction Limit  
 \$    
 Single Amount Limit Daily Amount Limit  
 \$    
 Daily Transaction Limit Cash Advance Limit

#### 9. ACCOUNT PARAMETERS - optional

Rush Delivery (fee may apply. No PO box)  
 Executive Card  
 Declining Balance  
 Card Delivery Code -  
 Site ID  
 Accounting Code  
 Effective Begin Date Effective End Date  
 (mm/dd/yyyy) (mm/dd/yyyy)

#### 8. MERCHANT CATEGORY CODE GROUP SPEND LIMITS

MERCHANT CATEGORY CODE GROUP NAME*	Include (I)/ Exclude (E)*	CYCLE SPEND	CYCLE TRANS #	SINGLE AMOUNT	DAILY AMOUNT	DAILY TRANS #
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>

#### 10. HIERARCHY - \*\*do not complete unless instructed during program set-up

Level 1 - If applicable\* Level 2\*\* Level 3\*\* Level 4\*\* Level 5\*\* Level 6\*\*

#### 11. ADMINISTRATOR CERTIFICATION - please read and sign

I am an authorized representative of the company and by submitting this application for a commercial card(s) for the applicant(s) listed above, I certify that:

- the information in the application and its supporting documents is accurate to the best of the company's knowledge, information and belief
- the identity of the applicant(s) has/have been verified and the applicant(s) is/are employee(s) or agent(s) of the company and is/are authorized to apply for and use the card(s) to incur expenses for the company, and
- the applicant(s) has/have consented to their information being provided for this application and a card(s) being issued in their name.

The company will maintain evidence of the applicant's consents and will give this evidence to JPMorgan Chase Bank, N.A., Chase Bank USA, N.A. or their affiliates upon request.

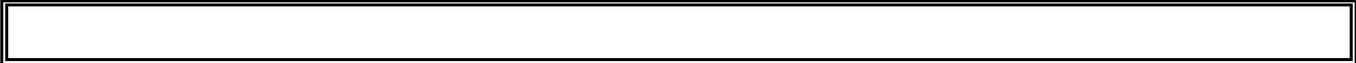
Program Administrator / Approver Name Printed\*

X    
 Program Administrator / Approver Signature\* (SEC FLOW ACCEPTABLE) Date\*

Program Administrator (Authorized Signer) Submit Application to:  
 Email: CCS-Account-Services@chase.com

US\_CC\_0718





**PURCHASING LOG  
FOR PURCHASING CARD TRANSACTIONS**

BY \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

PURCHASING CARD ACCOUNT NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

VENDOR \_\_\_\_\_

**DESCRIBE WORK STOPPAGE CIRCUMSTANCES:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ITEMS PURCHASED	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT CODING
1.		\$	\$	
2.		\$	\$	
3.		\$	\$	
4.		\$	\$	
5.		\$	\$	
6.		\$	\$	
7.		\$	\$	

**Attach Additional Sheet(s) if required**

**I CERTIFY THE ABOVE LISTED ITEMS WERE PURCHASED TO RELIEVE A WORK STOPPAGE AND THE ITEMS WERE RECEIVED AND UTILIZED BY THE COUNTY.**

Prepared By \_\_\_\_\_ Date \_\_\_\_\_

Approved By \_\_\_\_\_ Date \_\_\_\_\_

## Section 21

### HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

#### **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.

#### **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 Tarrant County: Historically Underutilized Businesses Policy Page 1 of 4 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.

#### **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:
      - a) the availability of HUB firms within the specific category of goods or services to be procured; and
      - b) 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 contractors 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. 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 nonresponsive 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 meeting all specifications . This policy is narrowly tailored in accordance with applicable law.

## 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 the 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.

## Section 22

### **DEBARMENT AND SUSPENSION** **Executive Orders 12549 and 12689**

#### **PURPOSE**

In an effort to provide assurance to the Federal Government that the State of Texas and its sub-recipients comply with Federal Executive Order 12549 and 12689, 2 CFR part 200, (“Sub-awards to debarred and suspended parties”), and the Texas Uniform Grant Management System (UGMS), the Texas Department of Public Safety/Texas Homeland Security-State Administrative Agency requires all Homeland Security Grant Program sub-recipients (to include all programs administrated by the TXDPS/THS-SAA) check the debarment status of all venders before contracting with or making any purchases with funds from any federal grant.

#### **AUTHORITY**

Executive Orders 12549 and 12689 – Debarment and Suspension

#### **POLICY**

Prior to procuring or entering into contract(s) for any goods/services, the sub-recipient must check debarment status of the vendor using the EPLS system ([SAM.gov](http://SAM.gov)) and document that verification has occurred. This policy applies to the procurement of all goods or services regardless of unit price or quantity.

#### **OFFICIAL REPRESENTATIVE**

The County Purchasing Agent shall verify the debarment status of all vendors prior to utilizing any Federal Grant Funds, using the EPLS system ([SAM.gov](http://SAM.gov)).

#### **PROCEDURE**

The following procedure applies to all purchases funded by Homeland Security funds. No contract will be awarded to any vendor whose name appears on the debarment list prior to notifying the Purchasing Agent.

1. Go to the EPLS Website ([SAM.gov](http://SAM.gov)).
2. The County Purchasing Agent or their agent will search the EPLS system for the vendor.
3. If the vendor is found to be debarred, the vendor may not be used for procurement utilizing Federal Grant Funds.



4. If the vendor is found not to be debarred, print the screen page and retain with the procurement documentation.
5. A copy of the screen print indicating the vendor is not debarred, at the time of the procurement, must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement of advance.

Further:

All formal purchasing competitive bid/proposals will contain a Certification of Eligibility and will require signature from the responding party. Failure to supply a signed document may result in rejection of bid/proposal.

All purchasing policies and procedures relating to formal and informal competitive purchases will be adhered to.

Status will be checked: [www.SAM.gov](http://www.SAM.gov)

## **Section 23**

### **TRAINING**

The Tarrant County District Attorney's Office has ruled that training is NOT a professional service and therefore subject to the same bid laws as outlined in Texas Local Government Code 262.

Training requests will be handled in the same manner as any request for goods or services.

Only the County Purchasing Agent may grant an exemption regarding Section 22, Requests for Quotations.

Only the Commissioners Court may grant an exemption in accordance to Texas Local Government Code 262.024.

### **PROCEDURE**

Once a department is aware of a training need, they will need to contact the Purchasing Department. The buyer will determine how to proceed with the request, through a bid, quote exemption or sole source. If a competitive process is determined, a detailed Scope of Work will be requested from the department.

Scheduling training without going through this process may be considered an unauthorized purchase.

This procedure applies to the following sections in this Procedure Manual:

- Sections 8, 17, 18, 19, 20, 21, 22, and 23.

## Section 24

### BEST AND FINAL OFFER (BAFO)

#### INTRODUCTION

The best and final offer (BAFO) process represents an optional step in the selection process in the request for proposal (RFP) process and is not part of the contract negotiation process. A BAFO is requested from one (1) respondent or short-listed respondents for their best price(s) for a specific solicitation prior to determining of contract award.

#### AUTHORITY

Texas Local Government Code, 262.0295(e); 262.030(e)

#### POLICY

BAFOs may be conducted with only those respondent(s) most likely to be awarded a contract as determined by the evaluation committee.

#### PROCEDURE

The BAFO process may be useful when:

1. No single response addresses all the specifications.
2. The cost submitted by all respondents is too high.
3. The scores of two (2) or more respondents are very close after the evaluation process.
4. All respondents submitted responses that are unclear or deficient in one or more areas.

Procedures for the use of the BAFO process:

1. The original RFP document must contain language that indicates that the BAFO process "may" be used.
2. The evaluation committee determines if the BAFO process will be conducted and who will receive the solicitation.
3. The evaluation committee may restrict the number of respondents invited to submit a BAFO or may offer the option to all respondents.
4. BAFOs may be conducted with only those respondent(s) most likely to be awarded a contract. Any respondent(s) deemed not likely to be awarded may be dropped at this point and noted in the documentation. These responses(s) will not figure into the scoring thereafter.

- |  |
|--|
|  |
|--|
5. In order to develop content of the best and final solicitation, the buyer may collect questions about the responses from the evaluation committee.
  6. The content of the best and final solicitation may also be developed as a result of negotiations with the respondent(s) most likely to be awarded a contract.
  7. The evaluation committee may request that the respondent(s) readdress important aspects of the response such as the implementation schedule, level of support, type or amount of resources proposed, contract terms and conditions, and/or cost.
  8. The buyer will send out the request for BAFOs in a letter stating the areas to be covered and the date and time in which the BAFO must be returned.
  9. All communication to and from respondents regarding the best and final solicitation will be coordinated by the buyer.
  10. All responses to a BAFO must be returned to the buyer. This may be in the form of an original response, fax or email, and on company letterhead with an authorized signature.
  11. BAFOs submitted after the deadline may not be accepted.

Content and structure of best and final solicitations:

1. Best and final solicitations must contain specific information on what is being requested. Enhanced core components of the RFP may be solicited; however, the integrity of the scope of the original RFP must be maintained. Respondents may be asked to provide additional clarification of specific sections of their response and to rework their response content or cost proposal.
2. Best and final solicitations must include submission requirements with time lines.
3. Best and final solicitations must contain information on how the offers will be evaluated and the process that will be used to determine the successful respondent(s). The evaluation committee will evaluate the submissions of BAFOs and rescore the original response based entirely on the content of the BAFO submission.
4. Respondent(s) are not required to submit a BAFO and may submit a written response stating that their response remains as original submitted.
5. The best and final solicitation may not identify either the current rank of any of the respondents or the lowest cost currently submitted.
6. Respondent(s) may be requested to make an oral presentation regarding their BAFO. The evaluation committee will have full discretion to accept or reject any information submitted in a BAFO.
7. The buyer may elect to issue a best and final solicitation for cost only to the respondent(s) selected for award by the evaluation committee.

Scoring of BAFOs:

1. Evaluation committee members score or rescore the technical portion of the BAFO.
2. Evaluation scores sheets for the BAFOs will be developed and provided to the evaluation committee members by the buyer. All scoring worksheets (original evaluation scores, oral presentation scores, best and final scores) will be included with the court communique, with the original scored matrix on bottom, the presentation matrix next, and best and final matrix on top. Scores for the BAFOs are entered into a NEW score sheet/summary worksheet (matrix) by the buyer.
3. Cost proposals (if requested) are rescored by the buyer. Only the revised cost proposals from the respondent(s) asked to participate in the BAFO process will be used to calculate the score. It does not matter if the technical scores are reworked or not, the total score will be recalculated using the new costs.
4. Again, all scoring matrices will be submitted with the Court Communique.

## Section 25

### COUNTY OWNED ASSETS

#### **INTRODUCTION**

The taxpayers of Tarrant County have an enormous investment in our county buildings, equipment and furnishings. As public servants, County employees are responsible for the care and custody of this large investment. Not only is it good accounting policy to maintain accurate inventory records of all assets of the county, it is mandated by State Law.

#### **AUTHORITY**

On July 1 of each year, the county purchasing agent shall file with the county auditor and each of the members of the board that appoints the county purchasing agent an inventory of all the property on hand and belonging to the county and each subdivision, officer, and employee of the county. (See: Section 262.011(i) – Local Government Code).

The Purchasing Agent has control over the transfer of county supplies, materials and equipment from a subdivision, department, officer, or employee of the county that are not needed or used to another subdivision, department, officer, or employee requiring the supplies or materials or the use of the equipment, with the approval of the Commissioners Court. (See: Section 262.011(j) – Local Government Code).

In addition, the Purchasing Agent assists the Commissioners Court in identifying and disposing of assets that the Court has declared to be surplus property or salvage property in accordance with Local Government Code, Chapter 263, Subchapter D, Disposition of Salvage or Surplus Property. The Purchasing Agent assists the Commissioners Court in obtaining a contract to dispose of the property in a variety of ways.

#### **DEFINITIONS**

Capital Assets – High value property or equipment, including technology assets and vehicles, valued at \$5,000 or more. These assets are capitalized.

Low Value Vehicles, Furniture, and Equipment Assets – Furniture and equipment valued of \$1,500 - \$4,999.

Low Value Technology Assets – Technology assets including computers, printers, and scanners valued at \$500 to \$1,499.99.

Controlled Assets – A firearm asset such as a handgun, rifle, taser, or shotgun of any value.

Grant Assets – Assets purchased using grant funds. These assets must be tracked as required by the granting agency.

Heavy Equipment – Heavy duty vehicles or equipment used for operations.

Lost Assets – Assets considered unrecoverable. Reportable to Commissioners Court.

Missing Assets – Assets not located but recovery is anticipated, usually within a year.

Stolen Assets – Assets considered unrecoverable, requiring a police report. Reportable to Commissioners Court.

Salvage Property – Property, because of use, time, or accident, so worn, damaged, or consumed that it has no value for the purpose for which it was originally intended, but may have some salvage value.

Surplus Property – Property, other than salvage, not in use, but considered to have future usefulness, either as originally intended or otherwise.

Fixed Asset Coordinator – The individual designated by the Purchasing Agent responsible for the physical inventory, including the disposal, transport, and storage of assets.

Asset Coordinator – The individual designated by each Department Head to serve as the liaison to the Purchasing Department's Fixed Asset Coordinator and the Information Technology Department.

## POLICY

### RESPONSIBILITIES BY DEPARTMENT

#### A. PURCHASING DEPARTMENT

Local Government Code 262.011(i) states, “On July 1 of each year, the county purchasing agent shall file with the county auditor and each of the members of the board that appoints the county purchasing agent an inventory of all the property on hand and belonging to the county and each subdivision, officer, and employee of the county.”

Local Government Code 262.011(j) states, “To prevent unnecessary purchases, the county purchasing agent, with the approval of the commissioners court, shall transfer county supplies, materials, and equipment from a subdivision, department, officer, or employee of the county that are not needed or used to another subdivision, department, officer, or employee requiring the supplies or materials or the use of the equipment. The county purchasing agent shall furnish to the county auditor a list of transferred supplies, materials, and equipment.”

#### B. AUDITOR’S OFFICE

Local Government Code states that, “The county auditor shall carefully examine the inventory and make an accounting for all property purchased or previously inventoried and not appearing in the inventory.”

#### C. ALL DEPARTMENTS

Each Department Head has the primary responsibility for safeguarding all vehicles, heavy equipment, furniture, and other equipment assigned to their department. Annually, each Department Head must ensure that an annual inventory is performed to account for all high value and low value furniture and equipment assigned to their department as recorded in the Tarrant County fixed asset inventory system. The Department Head shall sign and verify the inventory list using the Asset Inventory Verification Form. Each department’s Asset Coordinator should submit the appropriate documentation to the Purchasing Department.

The Information Technology Department (ITD) and Department Heads are jointly responsible for the accounting of technology-related assets. After ITD completes its inventory, ITD provides a report to the Purchasing Department. This report includes any discrepancies identified by ITD during its inventory.

The Purchasing Department and/or the Auditor’s Office may “spot check,” or conduct a full inventory of any county department and recommend changes.

## RECEIPT, TRANSFER AND DISPOSAL OF ASSETS

### A. RECEIPT OF NEW ASSETS

Departments are responsible for tagging new high value assets, low value furniture and equipment assets and grant assets using the barcoded tags provided by Purchasing. Substantial shipments of assets to be received at different locations may require additional planning and tagging assistance from Purchasing. Upon receipt of the new asset, the department or Purchasing will apply the barcode. Any missing information in the fixed asset system including but not limited to serial number, model, make, or asset location should be conveyed to the Fixed Asset Coordinator. Barcode tags should be located in plain view and where access is not impaired or difficult to reach. Tag location should also enable the passing of scanner equipment over the tag's bar coding.

To ensure proper tagging of technology assets, under normal circumstances ALL purchased technology assets must be delivered to and received by ITD. ITD is responsible for creating or procuring specially colored and/or uniquely identifiable barcoded tags to assist in identifying Tarrant County technology assets and then entering the barcode and appropriate information into SAP. ITD will also maintain a comprehensive list of these assets.

In general, tags should be placed in plain view and allow easy access. Tag location should approximate the initial point of user contact with the asset. Asset tags may not be removed from Tarrant County property. Both knowingly removing or causing the tag to be removed, altered or obliterate and possessing, selling, or offering to sell County property knowing that the asset tag number has been removed are criminal offenses under Texas Penal Code Section 31.11 Tampering with Identification Numbers.

Assets such as heavy equipment, vehicles, and controlled assets will NOT be physically tagged. A separate list of asset tags will be maintained by the individual departments.

### B. TRANSFER OF ASSETS

The Purchasing Agent is authorized by the Commissioners Court to transfer supplies, materials and equipment among the various County departments. The transfer or trade of any high value asset or low value furniture and equipment asset from one department to another must be documented on Form FA-01, Transfer or Disposal of County Assets. This form should then be forwarded to Purchasing, while the originating department retains a copy for their files. Facilities Management is responsible for the physical movement of all assets if needed, with the exception of technology assets. Facilities Management will not transfer any asset without completing Form FA-01.

ITD is responsible for the transfer of **all** technology assets. Any transfers should be documented by an ITD Transfer Sheet. ITD is also responsible for updating the fixed asset system to show the new location of a transferred technology asset.

C. DISPOSAL OF ASSETS

Assets that are no longer needed or are damaged, worn or replaced by a new asset may be sent to the Purchasing warehouse for disposal or auction. The disposal of these assets must be documented on Form FA-01, Transfer or Disposal of County Assets. This form should then be forwarded to Purchasing, while the originating department retains a copy for their files. Excluding technology assets, Facilities Management is responsible for the physical movement of these assets to the warehouse after completing Form FA-01. Technology assets will be moved by ITD and prepared for disposal or auction after completing the Transfer Sheet. Grant related assets require approval by the granting agency prior to disposal.

The Commissioners Court may authorize the Purchasing Agent to dispose of surplus or salvage items. Surplus or salvage assets may be sold by competitive bid or auction by the Purchasing Agent as provided in Section 263.152 of the Local Government Code. Any stolen, abandoned or confiscated property seized by a peace officer may be disposed of in accordance with Article 18.17, Texas Code of Criminal Procedure.

**LOST/STOLEN PROPERTY**

The Department Head must report, in writing, any lost or stolen property immediately to the Purchasing Agent. Stolen property must be reported to the proper law enforcement agency, and a copy of the police report must be provided to the Purchasing Agent. If an asset cannot be located or recovered, it will be removed from the department's asset inventory upon approval by the Commissioners Court.

**SURPLUS ASSETS FROM WAREHOUSE**

Excluding technology assets, Purchasing will maintain a comprehensive list of assets stored at the warehouse. All county departments are urged to contact Purchasing if they are in need of any particular asset prior to purchasing one. Assets received from the warehouse must be documented on Form FA-01, Transfer or Disposal of County Assets. This form should then be forwarded to Purchasing, while the originating department retains a copy for their files. Facilities Management is responsible for the physical movement of the asset from the warehouse to the using department only after Form FA-01 has been completed.

**ANNUAL INVENTORY**

Local Government Code 262.011(i) mandates that the County Purchasing Agent must file a complete inventory on or before July 1 of each year. The following information is provided to help departments accomplish their part in this process. In addition, Purchasing will be available to answer questions, if requested.

A. DEPARTMENT ASSET COORDINATOR

Each Department Head should designate one employee per division or area to serve as the Asset Coordinator for that department. The person assigned should be generally familiar with the assets used by that department. The designated Asset Coordinator is then responsible for performing all duties pertaining to asset management for items assigned to that department.

B. ANNUAL ASSET INVENTORY REPORT DISTRIBUTION

On January 31 of each year, the Purchasing Department will send a formal inventory request and an Asset Inventory Report listing all high value and low value furniture and equipment to each Department Head. The reports will list assets charged to the department and show the due date the inventory should be completed and returned to the Purchasing Department's Fixed Asset Coordinator.

Technology Asset Inventory Reports are generated by ITD of all trackable technology assets assigned to county departments.

C. DETERMINING ACTUAL INVENTORY

The department's Asset Coordinator should lead the effort to locate and account for high value and low value furniture and equipment assets assigned to the department. The process can be most effectively accomplished by assigning pairs of employees to count and record all items within a specific area.

The department's Asset Coordinator should ensure that any changes, including location changes, are recorded next to the appropriate item on the Asset Inventory Report provided by Purchasing. Purchasing should be notified of any items located by the department, but not found on the Asset Inventory Report for further research. The Purchasing Agent and the Auditor's Office will collaborate to ensure that appropriate changes are made to the fixed asset inventory system.

ITD staff should lead the effort to locate and account for high value and low value technology assets assigned to departments. ITD is responsible for noting any differences between the physical inventory and the fixed asset system to the Purchasing Department's Fixed Asset Coordinator. ITD and the Auditor's Office will collaborate to ensure that appropriate changes are made to the fixed asset inventory system.

Any discrepancies between the physical inventory and the Asset Inventory Report. Some examples of discrepancies may include description, location, serial numbers, etc.

**Purchasing should be contacted immediately for the disposition of any of the following assets:**

1. "Missing" assets are those that cannot be located but are expected to be located within a year. Form FA-01, Transfer, or Disposal of County Assets, should **not** be submitted as long as the item is considered "missing".
2. "Lost" or "stolen" assets are those considered unrecoverable. All stolen items should be reported to the proper law enforcement agency. A police report and Form FA-01, Transfer, or Disposal of County Assets, should be submitted to Purchasing.

Upon completion of the inventory, the department's Asset Coordinator should forward the updated Annual Asset Inventory Report and a copy of the Asset Inventory Verification Form, Form FA-02, signed by each coordinator and the Department Head/Elected Official, verifying the report's accuracy to Purchasing. Any completed Form FA-01 documenting asset status changes should also be sent to Purchasing at this time.

Upon completion of the inventory of technology assets, ITD should forward the updated Asset Inventory Report and a copy of the Asset Inventory Verification Form, Form FA-02, signed by the department's Asset Coordinator, Department Head, and the Chief Information Officer, to Purchasing.

**D. RECEIPT AND UPDATE OF DEPARTMENT ANNUAL ASSET REPORT**

After receipt and review of the department's annual Assets Inventory Report, Purchasing will correct any asset locations recorded in the county's fixed asset inventory system.

**E. RECONCILIATION OF ACTUAL TO RECORDED INVENTORY**

The Auditor's Office will perform a reconciliation of the physical inventory to the inventory recorded and the fixed asset inventory system. The Auditor's Office will also request Commissioners Court approval for the removal of any lost or stolen assets from the fixed asset inventory system.

**TARRANT COUNTY**

**TRANSFER OR DISPOSAL OF COUNTY ASSETS REPORT FA-01**

**Date:** \_\_\_\_\_

**To:** PURCHASING DEPARTMENT, FIXED ASSET COORDINATOR

**From:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**TYPE OF TRANSACTION**

**ASSET TRANSFER** \_\_\_\_\_ **ASSET DISPOSAL** \_\_\_\_\_

**From Department** \_\_\_\_\_ **Location** \_\_\_\_\_

**To Department** \_\_\_\_\_ **Location** \_\_\_\_\_

**Asset Barcode Tag Number** \_\_\_\_\_ **Serial Number** \_\_\_\_\_

**Asset Description (Manufacturer, Model, Type of Item)** \_\_\_\_\_

**Additional Comments** \_\_\_\_\_

**CUSTODY TRANSFER PLEASE PRINT NAME, PHONE AND DATE BELOW**

**Asset Coordinator** \_\_\_\_\_ **Date** \_\_\_\_\_

**Department Head** \_\_\_\_\_ **Date** \_\_\_\_\_

**Facilities Transfer** \_\_\_\_\_ **Date** \_\_\_\_\_

**Other Transfer** \_\_\_\_\_ **Date** \_\_\_\_\_

**Purchasing Receiving** \_\_\_\_\_ **Date** \_\_\_\_\_

**Other Receiving** \_\_\_\_\_ **Date** \_\_\_\_\_

**PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS**

For questions, please contact the Purchasing Department Fixed Asset Coordinator at 817-223-3290

Email: [Klhendricks@tarrantcounty.com](mailto:Klhendricks@tarrantcounty.com)

Fax: 817-884-2629

FORM NO. FA-01

**TARRANT COUNTY**

**ASSET INVENTORY VERIFICATION FORM**

The annual inventory, through physical observation where applicable, of assets in the Tarrant County Department listed below has been conducted in accordance with the instructions provided. The printout of the stated Department with corrections and any other applicable forms is verified to be accurate. By signing below, the Official/Department Head accepts full responsibility of the inventoried assets assigned to the department listed.

**DEPARTMENT:** \_\_\_\_\_

**AUTHORIZED PERSON WHO VERIFIED INVENTORY:** \_\_\_\_\_

PRINT NAME

\_\_\_\_\_  
SIGNATURE / DATE

**DEPARTMENT HEAD:** \_\_\_\_\_

PRINT NAME

\_\_\_\_\_  
SIGNATURE / DATE

\*\*\*\*\*

*PURCHASING DEPARTMENT USE ONLY*

**DATE FORM RECEIVED:** \_\_\_\_\_

**PROCESSOR'S SIGNATURE:** \_\_\_\_\_

## Section 26

### DISCLOSURE OF INTERESTED PARTIES House Bill 1295

#### INTRODUCTION

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity, or state agency that either (1) requires an action, or vote by the governing body of the entity, or agency before the contract may be signed, or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Procedures related to Vendor Disclosure Requirements amended by Acts 2017, 85<sup>th</sup> R.S., Chapter 526 (SB 255) changes identified by italicized text apply only to a contract entered into or amended on or after January 1, 2018.

- (c) *Notwithstanding Subsection (b), this section does not apply to:*
- 1) *a sponsored research contract of an institution of higher education;*
  - 2) *an interagency contract of a state agency or an institution of higher education;*
  - 3) *a contract related to health and human services if:*
    - (A) *the value of the contract cannot be determined at the time the contract is executed; and*
    - (B) *any qualified vendor is eligible for the contract;*
  - 4) *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
  - 5) *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
  - 6) *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

#### AUTHORITY

House Bill 1295 – Certificate of Interested Parties

#### POLICY

Prior to award by Commissioners Court, vendor must complete Certificate of Interested Parties (Form 1295) and submit a signed copy to the Purchasing Agent or his/her designee.

## **OFFICIAL REPRESENTATIVE**

The Buyer shall verify that a Certificate of Interested Parties (Form 1295), is on file prior to any award requiring Commissioners Court action and is filled out in accordance with The Texas Ethics Commission adopted rules.

## **PROCEDURE**

1. Before an award, including consent, may be presented to Commissioners Court, the Awardee must submit a completed Form 1295 to the Buyer.
2. When an apparent Awardee has been identified, the Buyer must contact them immediately and request Form 1295. Awardee must return completed form to the Buyer within ten (10) days of request.
3. Unsuccessful bidders/respondents are not required to complete Form 1295.
4. The Awardee must place the Tarrant County RFB, RFP, RFO, or RFQ number on Form 1295 in line #3. Sole Source vendors will need an RFQ number assigned over \$50K. For tracking purposes, it is advisable that the Buyer indicate by use of an "I" (informal) or "F" (formal). For example, Request for Qualifications: RFQ-2016-001-F; Request for Quotation: RFQ-2016-002-I. Reference this control number in the body of the communicate. (This may change).
5. Within thirty (30) days, Buyer must acknowledge, on the TEC website, the receipt of the correctly completed Form 1295. Best practice would be to acknowledge immediately.
6. Do not include Form 1295 in the communicate unless it is referenced in a contract. Keep a copy in the appropriate folder.
7. Renewals, change orders, contract alterations, modifications, etc. will require a new form from the Vendor. Not required if within a twelve (12) month period referencing the same contract number.
8. When another entity uses a Tarrant County contract, they may request a copy of Form 1295. Cooperative contracts require a vendor to complete another Form 1295 and reference Tarrant County on line 2 and the cooperative bid number and name on line 3.
9. Contracts may require reference to Form 1295. Verify with Tarrant County Criminal District Attorney. If Form 1295 is referenced in a contract, attach a copy with the communicate.
10. Contracts involving CSCD do not require Form 1295 unless the CSCD contract is on the Purchasing Commissioners Court Agenda.

NO AWARD WILL BE MADE PRIOR TO TOTAL COMPLIANCE WITH THESE PROCEDURES.

<http://www.texastribune.org/2015/11/08/texas-gets-d-2015-state-integrity-investigation/>

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

All other policy and procedures regarding contract award, contract modifications and contract administration remain the same.