



Company Name:

TARRANT COUNTY
PURCHASING DEPARTMENT

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

CHRIS LAX, CPSM, CPCP
ASSISTANT PURCHASING AGENT

RFB NO. 2023-011

**REQUEST FOR BID
FOR
ANNUAL CONTRACT
FOR
ARBOR AND LANDSCAPE SUPPLIES AND
SERVICES**

**BIDS DUE NOVEMBER 7, 2022
2:00 P.M. CST**

RFB NO. 2023-011

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ATTACHMENT A: FACILITIES/PRECINCTS BUILDING LIST

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

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

PRE-BID CONFERENCE

All Bidders are encouraged to attend a Pre-Bid Conference to be held:

DATE: WEDNESDAY, OCTOBER 26, 2022
TIME: 2:00 P.M., CST
**LOCATION: TARRANT COUNTY ADMINISTRATION BUILDING
PURCHASING DEPARTMENT CONFERENCE ROOM
100 E. WEATHERFORD STREET, ROOM 303
FORT WORTH, TEXAS 76196-0104**

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

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

RSVP: Vendors planning to attend the Pre-Bid Conference must RSVP to RITA C. PAULEY, Senior Buyer, via fax 817-884-2629 or, if unable to fax, email to BidQuestions-RSVP@tarrantcounty.com by 5:00 p.m., CST, Tuesday, October 25, 2022. Confirmed receipt by Tarrant County of this email is required.

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

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

Tarrant County is requesting bids for the **ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES, COUNTYWIDE**. All bids must be submitted on the attached Price Forms. Tarrant County will not enter into any contract where the cost is provisional upon such clauses as “escalator” or “cost-plus” clauses. **Bidders must bid on all items to be considered for an Award.**

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 NOVEMBER 7, 2022, AT 2:00 P.M. CST

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. The original bid must be clearly marked "ORIGINAL" and contain all original signatures. “No-Bid” Response to be returned on the form included in the section under Forms.

Any bid received after the date and/or hour set for bid opening will not be accepted. The 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 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 fax or via email, to:

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

RITA C. PAULEY, SENIOR BUYER

FAX: 817-884-2629

EMAIL: BidQuestions-RSVP@tarrantcounty.com

All documents relating to the RFB, including but not limited to, the RFB document, questions and responses, addenda and special notices will be posted under the RFB 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 RFB due date.

The deadline for receipt of all questions is 12:00 p.m., CST, Thursday, October 27, 2022. After this deadline, all questions and responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed to RITA C. PAULEY, Senior Buyer, via fax at **817-884-2629** or, if unable to fax, emailed to BidQuestions-RSVP@tarrantcounty.com.

Faxed Questions: Faxed questions **must** reflect the RFB number **or** include the RFB cover page.

Emailed Questions: The email **must** include the RFB No. in its subject and confirmation of receipt by Tarrant County is **required**.

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

Invoices shall be sent directly to the Tarrant County Auditor's Office, Attention: Accounts Payable, 100 East Weatherford, Room 506, Fort Worth, Texas 76196, or email to SAP-invoices@tarrantcounty.com. In accordance with the Prompt Payment Act, it is the intention of Tarrant County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Tarrant County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

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

The **contract may be terminated** by either party upon written thirty (30) day notice prior to cancellation.

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

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

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 the 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 have been used in the 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.

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

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.

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

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

VARIOUS TARRANT COUNTY LOCATIONS PER INDIVIDUAL PURCHASE ORDER

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 Tarrant County orders.

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

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

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

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS:** Vendor(s) will be awarded a twelve (12) month contract, effective from the 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 two (2) additional twelve (12) month periods, 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 two (2) additional twelve (12) month periods, 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 in compliance with Texas Local Government Code 262.027(g).
 - 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 cause the removal of 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

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

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 the 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 InterGovernmental Contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the Vendor to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the Vendor.
 - d) Vendor(s) awarded contract(s) resulting from bid will be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information should be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County.

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

1. ALAMO COMMUNITY COLL DISTRICT	64. CITY OF BASTROP	127. CITY OF FLORESVILLE
2. ALAMO HEIGHTS ISD	65. CITY OF BAYTOWN	128. CITY OF FLOYDADA
3. ALEDO ISD	66. CITY OF BEDFORD	129. CITY OF FOREST HILL
4. ALLEN ISD	67. CITY OF BELLMEAD	130. CITY OF FORNEY
5. ALVARADO ISD	68. CITY OF BELLS	131. CITY OF FORT WORTH
6. ALVORD ISD	69. CITY OF BENBROOK	132. CITY OF FRISCO
7. ANNA FIRE DEPARTMENT	70. CITY OF BIG SPRING	133. CITY OF FULSHEAR
8. ANDERSON COUNTY	71. CITY OF BLUE MOUND	134. CITY OF GAINESVILLE
9. ANDREWS COUNTY	72. CITY OF BONHAM	135. CITY OF GALENA PARK
10. ARANSAS COUNTY	73. CITY OF BOVINA	136. CITY OF GALVESTON
11. ARGYLE ISD	74. CITY OF BOWIE	137. CITY OF GANADO
12. ARLINGTON ISD	75. CITY OF BOYD	138. CITY OF GARLAND
13. ARMSTRONG COUNTY	76. CITY OF BRADY	139. CITY OF GATESVILLE
14. ASPERMONT ISD	77. CITY OF BRIDGE CITY	140. CITY OF GEORGETOWN
15. ATASCOSA COUNTY	78. CITY OF BRIDGEPORT	141. CITY OF GLEN HEIGHTS
16. AUBREY ISD	79. CITY OF BROWNWOOD	142. CITY OF GODLEY
17. AZLE ISD	80. CITY OF BRYAN	143. CITY OF GRANBURY
18. BAILEY COUNTY	81. CITY OF BUDA	144. CITY OF GRAND PRAIRIE
19. BASTROP COUNTY	82. CITY OF BURKBURNETT	145. CITY OF GRAND SALINE
20. BASTROP ISD	83. CITY OF BURLESON	146. CITY OF GRAPEVINE
21. BEAUMONT ISD	84. CITY OF CADDO MILLS	147. CITY OF GREENVILLE
22. BELL COUNTY	85. CITY OF CANTON	148. CITY OF GUN BARRELL CITY
23. BENBROOK WATER AUTHORITY	86. CITY OF CARROLLTON	149. CITY OF HALTOM CITY
24. BETHANY SPEC UTILITY DIST	87. CITY OF CASTLE HILLS	150. CITY OF HARLINGEN
25. BEXAR COUNTY	88. CITY OF CEDAR HILL	151. CITY OF HASLET
26. BEXAR COUNTY ESD No. 2	89. CITY OF CEDAR PARK	152. CITY OF HEATH
27. BIRDVILLE ISD	90. CITY OF CELESTE	153. CITY OF HEWITT
28. BLUE RIDGE FIRE DEPARTMENT	91. CITY OF CELINA	154. CITY OF HITCHCOCK
29. BOSSIER PARISH SHERIFF'S OFFICE	92. CITY OF CIBOLO	155. CITY OF HORIZON CITY
30. BOSQUE COUNTY	93. CITY OF CLEBURNE	156. CITY OF HUDSON OAKS
31. BRANCH FIRE DEPARTMENT	94. CITY OF COCKRELL HILL	157. CITY OF HUNTSVILLE
32. BRAZORIA COUNTY	95. CITY OF COLLEYVILLE	158. CITY OF HURST
33. BRAZOS COUNTY	96. CITY OF COLUMBUS	159. CITY OF HUTCHINS
34. BREWSTER COUNTY	97. CITY OF COLORADO CITY	160. CITY OF HUTTO
35. BRIAR VOLUNTEER FIRE DEPT.	98. CITY OF COMBINE	161. CITY OF INGLESIDE
36. BROOKS CNTY CNSTBLS. PRECS 1-4	99. CITY OF COMMERCE	162. CITY OF IRVING
37. BROWN COUNTY	100. CITY OF CONVERSE	163. CITY OF ITALY
38. BULVERDE POLICE DEPARTMENT	101. CITY OF COPPELL	164. CITY OF JACKSBORO
39. BURNET COUNTY	102. CITY OF COPPERAS COVE	165. CITY OF JACKSONVILLE
40. BYNUM ISD	103. CITY OF CORINTH	166. CITY OF JONESTOWN
41. CAMERON COUNTY	104. CITY OF CORSICANA	167. CITY OF JEFFERSON
42. CANTON ISD	105. CITY OF CROWLEY	168. CITY OF JUSTIN
43. CANYON ISD	106. CITY OF CUMBY	169. CITY OF KATY
44. CARROLL ISD	107. CITY OF DALWORTHINGTON GRDN	170. CITY OF KEENE
45. CARROLLTON-FARMERS BRANCH ISD	108. CITY OF DE LEON	171. CITY OF KELLER
46. CASTLEBERRY ISD	109. CITY OF DECATUR	172. CITY OF KENNEDALE
47. CEDAR HILL ISD	110. CITY OF DEER PARK	173. CITY OF KERMIT
48. CHAMBERS COUNTY	111. CITY OF DENISON	174. CITY OF KILLEEN
49. CHEROKEE COUNTY	112. CITY OF DENTON	175. CITY OF KINGSVILLE
50. CITY OF ALEDO	113. CITY OF DESOTO	176. CITY OF KRUM
51. CITY OF ALLEN	114. CITY OF DIBOLL	177. CITY OF KYLE
52. CITY OF ALVORD	115. CITY OF DUNCANVILLE	178. CITY OF LAFERIA
53. CITY OF AMARILLO	116. CITY OF EARLY	179. CITY OF LA GRULLA
54. CITY OF ANDREWS	117. CITY OF EASTLAND	180. CITY OF LA VERNIA
55. CITY OF ANGLETON	118. CITY OF EL PASO	181. CITY OF LAKE DALLAS
56. CITY OF ANNA	119. CITY OF ELECTRA	182. CITY OF LAKE WORTH
57. CITY OF ARLINGTON	120. CITY OF EMORY	183. CITY OF LANCASTER
58. CITY OF ATHENS	121. CITY OF ESCOBARES	184. CITY OF LAREDO
59. CITY OF AUBREY	122. CITY OF EULESS	185. CITY OF LEAGUE CITY
60. CITY OF AUSTIN	123. CITY OF EVERMAN	186. CITY OF LEANDER
61. CITY OF AZLE	124. CITY OF FARMERS BRANCH	187. CITY OF LEWISVILLE
62. CITY OF BALCH SPRINGS	125. CITY OF FARMERSVILLE	188. CITY OF LINDALE
63. CITY OF BANGS	126. CITY OF FERRIS	189. CITY OF LITTLE ELM

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

190.	CITY OF LITTLEFIELD	252.	CITY OF SOUR LAKE	314.	EASTLAND COUNTY
191.	CITY OF LIVE OAK	253.	CITY OF SOUTHLAKE	315.	ECTOR COUNTY
192.	CITY OF LUBBOCK	254.	CITY OF SOUTHMAYD	316.	ECTOR COUNTY ISD
193.	CITY OF LUCAS	255.	CITY OF SPRING VALLEY VILLAGE	317.	EDDY COUNTY, NM
194.	CITY OF LUFKIN	256.	CITY OF SPRINGTOWN	318.	EL PASO COUNTY
195.	CITY OF LUMBERTON	257.	CITY OF STEPHENVILLE	319.	EL PASO CNTY HOSP DIST DBA...
196.	CITY OF MANSFIELD	258.	CITY OF SULPHUR SPRINGS	320.	ELECTRA ISD
197.	CITY OF MARSHALL	259.	CITY OF TAFT	321.	ELLIS COUNTY
198.	CITY OF McALLEN	260.	CITY OF TAYLOR	322.	ERATH COUNTY
199.	CITY OF MCKINNEY	261.	CITY OF TEMPLE	323.	EVERMAN ISD
200.	CITY OF MELISSA	262.	CITY OF TERRELL	324.	FANNIN COUNTY
201.	CITY OF MERKEL	263.	CITY OF TEXARKANA, AR	325.	FARMERSVILLE ISD
202.	CITY OF MESQUITE	264.	CITY OF TEXARKANA, TX	326.	FLOYD COUNTY
203.	CITY OF MIDLAND	265.	CITY OF THE COLONY	327.	FORNEY ISD
204.	CITY OF MIDLOTHIAN	266.	CITY OF TYLER	328.	FORT BEND COUNTY
205.	CITY OF MINEOLA	267.	CITY OF UNIVERSAL CITY	329.	FORT BEND COUNTY ESD#2 & #7
206.	CITY OF MINERAL WELLS	268.	CITY OF UNIVERSITY PARK	330.	FORT WORTH HOUSING AUTHORITY
207.	CITY OF MORGAN'S POINT RESORT	269.	CITY OF VAN ALSTYNE	331.	FORT WORTH ISD
208.	CITY OF MURPHY	270.	CITY OF VENUS	332.	FORT WORTH TRANSP AUTHORITY
209.	CITY OF NACOGDOCHES	271.	CITY OF VERNON	333.	FRANKLIN COUNTY
210.	CITY OF NEDERLAND	272.	CITY OF WACO	334.	FREESTONE COUNTY
211.	CITY OF NEW BRAUNFELS	273.	CITY OF WATAUGA	335.	FRISCO ISD
212.	CITY OF NORTH RICHLAND HILLS	274.	CITY OF WAXAHACHIE	336.	GLASSCOCK COUNTY
213.	CITY OF ODESSA	275.	CITY OF WEATHERFORD	337.	GOLIAD COUNTY
214.	CITY OF OVILLA	276.	CITY OF WESTWORTH VILLAGE	338.	GONZALES COUNTY
215.	CITY OF PALESTINE	277.	CITY OF WHITE SETTLEMENT	339.	GRAND PRAIRIE ISD
216.	CITY OF PARKER	278.	CITY OF WHITESBORO	340.	GRANDVIEW POLICE DEPT.
217.	CITY OF PASADENA	279.	CITY OF WHITEWRIGHT	341.	GRAPEVINE\COLLEYVILLE ISD
218.	CITY OF PELICAN POINT	280.	CITY OF WILLS POINT	342.	GRAYSON COLLEGE
219.	CITY OF PERRYTON	281.	CITY OF WILMER	343.	GRAYSON COUNTY
220.	CITY OF PHARR	282.	CITY OF WINNSBORO	344.	GREENVILLE ISD
221.	CITY OF PLANO	283.	CITY OF WYLIE	345.	GREGG COUNTY
222.	CITY OF PORT ISABEL	284.	CLAY COUNTY	346.	GRIMES COUNTY
223.	CITY OF POTEET	285.	CLEAR CREEK ISD	347.	GUADALUPE COUNTY
224.	CITY OF POTTSBORO	286.	CLEBURNE ISD	348.	HARDIN COUNTY
225.	CITY OF PRINCETON	287.	COCHRAN COUNTY	349.	HARRIS-FORT BEND EMG SVCS DIST #100
226.	CITY OF QUINLAN	288.	COLLIN COUNTY	350.	HARRIS CTY EMG SVCS DIST. #7, #10, #24, #48
227.	CITY OF RALLS	289.	COLLIN COUNTY COMM COLL DIST.	351.	HARRISON COUNTY
228.	CITY OF RED OAK	290.	COLORADO COUNTY	352.	HAWKINS ISD
229.	CITY OF RHOME	291.	COMAL COUNTY	353.	HAYS COUNTY
230.	CITY OF RICHARDSON	292.	COMMUNITY HEALTHCORE	354.	HEART OF TX REG MHMR CENTER
231.	CITY OF RICHLAND HILLS	293.	COOKE COUNTY	355.	HENDERSON COUNTY
232.	CITY OF RIO GRANDE CITY	294.	COPPELL ISD	356.	HEREFORD ISD
233.	CITY OF RIVER OAKS	295.	CORYELL COUNTY	357.	HIGHLAND PARK ISD
234.	CITY OF ROANOKE	296.	COTTONDALE VOL FIRE DEPT	358.	HILL COUNTY
235.	CITY OF ROBINSON	297.	CROWLEY ISD	359.	HOOD COUNTY
236.	CITY OF ROCKWALL	298.	DALLAS COUNTY	360.	HOPKINS COUNTY
237.	CITY OF ROUND ROCK	299.	DALLAS CNTY UTIL & RECLAM. DIST.	361.	HOUSING AUTH OF CITY OF AUSTIN
238.	CITY OF ROWLETT	300.	DFW INT'L AIRPORT BOARD	362.	HUMBLE ISD
239.	CITY OF ROYSE CITY	301.	DALLAS ISD	363.	HUNT COUNTY
240.	CITY OF RUNAWAY BAY	302.	DAWSON COUNTY	364.	HURST EULESS BEDFORD ISD
241.	CITY OF RUSK	303.	DECATUR ISD	365.	HUTCHINSON COUNTY
242.	CITY OF SACHSE	304.	DENISON ISD	366.	IDEA PUBLIC SCHOOLS
243.	CITY OF SAGINAW	305.	DENTON COUNTY	367.	IRVING ISD
244.	CITY OF SAN ANGELO	306.	DENTON CNTY FWS DIST. # 1-A & #10	368.	JACK COUNTY
245.	CITY OF SAN BENITO	307.	DENTON ISD	369.	JASPER COUNTY
246.	CITY OF SAN MARCOS	308.	DeSOTO ISD	370.	JEFFERSON COUNTY
247.	CITY OF SANGER	309.	DIANA SPECIAL UTILITY DISTRICT	371.	JEFFERSON CNTY DRIN. DIST. #7
248.	CITY OF SANSOM PARK	310.	DUNCANVILLE ISD	372.	JIM WELLS COUNTY
249.	CITY OF SEABROOK	311.	DUVAL COUNTY	373.	JOHNSON COUNTY
250.	CITY OF SEAGOVILLE	312.	EAGLE MOUNTAIN-SAGINAW ISD	374.	JOHNSON COUNTY SUD
251.	CITY OF SHERMAN	313.	EAST TEXAS COUNCIL OF GOVS.		

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

375.	JOSHUA ISD	437.	PARKER COUNTY	499.	TOWN OF ARGYLE
376.	KARNES COUNTY	438.	PARKER CNTY EMG SERV DISTRICT 1	500.	TOWN OF BARTONVILLE
377.	KAUFMAN COUNTY	439.	PARMER COUNTY	501.	TOWN OF DOUBLE OAK
378.	KAUFMAN ISD	440.	PASADENA ISD	502.	TOWN OF EDGECLIFF VILLAGE
379.	KELLER ISD	441.	PLANO ISD	503.	TOWN OF FAIRVIEW
380.	KENNEDALE ISD	442.	POTTER COUNTY	504.	TOWN OF FLOWER MOUND
381.	KERENS ISD	443.	PUBLIC TRANSIT SVC OF MIN.WELLS	505.	TOWN OF HICKORY CREEK
382.	KINNEY COUNTY	444.	QUINLAN ISD	506.	TOWN OF HIGHLAND PARK
383.	KRUM ISD	445.	RAINS COUNTY ESD #1	507.	TOWN OF LAKESIDE
384.	LAKE DALLAS ISD	446.	RANCHO VIEJO POLICE DEPT.	508.	TOWN OF LITTLE ELM
385.	LAKE WORTH ISD	447.	RANDALL COUNTY	509.	TOWN OF NORTHLAKE
386.	LAMAR COUNTY	448.	RED OAK ISD	510.	TOWN OF PANTEGO
387.	LAMB COUNTY	449.	RED RIVER COUNTY	511.	TOWN OF PECOS CITY
388.	LAMPASAS COUNTY	450.	REFUGIO COUNTY	512.	TOWN OF PONDER
389.	LAVON POLICE DEPARTMENT	451.	REG 9 Ed SVCE CENTER OF WICHITA	513.	TOWN OF PROSPER
390.	LEON COUNTY	452.	REGION 11 EDU SERVICE CENTER	514.	TOWN OF PROVIDENCE VILLAGE
391.	LEONARD ISD	453.	RICHARDSON ISD	515.	TOWN OF SUNNYVALE
392.	LEWISVILLE ISD	454.	ROBERTSON COUNTY	516.	TOWN OF TROPHY CLUB
393.	LIBERTY COUNTY	455.	ROCKWALL COUNTY	517.	TOWN OF WESTLAKE
394.	LIMESTONE COUNTY	456.	ROUND ROCK ISD	518.	TOWN OF WESTOVER HILLS
395.	LITTLE ELM ISD	457.	SAM RAYBURN ISD	519.	TRAVIS COUNTY
396.	LOVEJOY ISD	458.	SAN JACINTO COM COLL DIST.	520.	TRAVIS CNTY EMG SVCS DIST No.6
397.	LOWRY CROSSING VOL FIRE DEPT.	459.	SAN PATRICIO COUNTY	521.	TRAVIS CNTY HEALTHCARE DISTRICT
398.	LUBBOCK COUNTY	460.	SCHLEICHER COUNTY	522.	TRINITY RIVER AUTHORITY
399.	MANSFIELD ISD	461.	SEABROOK VOL FIRE DEPT.	523.	TYLER JUNIOR COLLEGE
400.	MAVERICK COUNTY	462.	SR. CYR RES &PUBLIC...HUNT CNTY	524.	U.S. MARSHALS SERVICE
401.	McKINNEY ISD	463.	SEVEN POINTS FIRE RESCUE	525.	UNIVERSITY OF NORTH TEXAS
402.	McLENNAN COUNTY	464.	SHERMAN ISD	526.	UNIV OF N. TX HEALTH SCIENCE CTR
403.	McLENNAN COMM. COLLEGE	465.	SMITH COUNTY	527.	UNIVERSITY OF TEXAS AT ARLINGTON
404.	MARILEE SPECIAL UTILITY DIST.	466.	SPRINGTOWN ISD	528.	UNIVERSITY OF TEXAS AT DALLAS
405.	MEDINA VALLEY ISD	467.	SOUTH MONTGOMERY FIRE DEPT	529.	UNIV OF TX MD AND. CANCER CTR
406.	MHMR OF TARRANT COUNTY	468.	SOUTH TEXAS COLLEGE	530.	UPPER TRINITY REG WATER DIST.
407.	MIDLAND COUNTY	469.	SPAN, INC.	531.	UPSHUR COUNTY
408.	MIDLAND ISD	470.	STARR COUNTY	532.	UPTON COUNTY
409.	MIDWAY ISD	471.	STEPHENS COUNTY	533.	VAL VERDE COUNTY
410.	MILAM COUNTY	472.	STERLING COUNTY	534.	VAN ALSTYNE ISD
411.	MILLS COUNTY	473.	STONEWALL COUNTY	535.	VAN ZANDT COUNTY
412.	MITCHELL COUNTY	474.	TARLETON STATE UNIVERSITY	536.	VERNON ISD
413.	MONAHANS WICKETT PYOTE ISD	475.	TARRANT APPRAISAL DISTRICT	537.	VICTORIA COUNTY
414.	MONTGOMERY COUNTY	476.	TARRANT CNTY 9-1-1 EMG ASS DIST	538.	WACO ISD
415.	MONTGOMERY CNTY ESC 10	477.	TARRANT COUNTY COLLEGE DIST.	539.	WALKER COUNTY
416.	MONTGOMERY CNTY HOSP DIST.	478.	TARRANT CTY EMG SVCS DISTRICT 1	540.	WALLER COUNTY
417.	MOUNT PLEASANT POLICE DEPT.	479.	TARRANT COUNTY HOSP DIST	541.	WARD COUNTY
418.	MOUNT VERNON POLICE DEPT.	480.	TARRANT CTY WORKFORCE DEV Bd	542.	WAXAHACHIE ISD
419.	NACOGDOCHES COUNTY	481.	TARRANT REGIONAL WATER DIST	543.	WEATHERFORD COLLEGE
420.	NAVARRO COUNTY	482.	TAYLOR COUNTY	544.	WEATHERFORD ISD
421.	NEVADA VOL. FIRE DEPT.	483.	TEMPLE COLLEGE	545.	WEBB CONSOLIDATED ISD
422.	NEW CANEY ISD	484.	TERRELL ISD	546.	WEST TEXAS A&M UNIVERSITY
423.	NOLAN COUNTY	485.	TEXARKANA ISD	547.	WESTMINSTER FIRE DEPT.
424.	NORMANGEE ISD	486.	TEXAS A&M UNIV AT COMMERCE	548.	WESTON VOLUNTEER FIRE DEPT
425.	NORTH CENTRAL TX CNCL OF GOVS	487.	TEXAS A&M UNIVERSITY-KINGSVILLE	549.	WHITE SETTLEMENT ISD
426.	NORTH TX MUNICIPAL WATER DIST	488.	TEXAS A& M UNIV.-TEXARKANA	550.	WILLIAMSON COUNTY
427.	NORTH TEXAS TOLLWAY AUTH	489.	TEXAS ALCOHOLIC BEVERAGE COMM.	551.	WILLIAMSON CNTY EMG SVCS DIST #3
428.	NORTHWEST ISD	490.	TEXAS DEPT. OF PARK/WILDLIFE	552.	WILSON COUNTY
429.	NUECES COUNTY	491.	TEXAS DEPT. OF PUBLIC SAFETY	553.	WINKLER COUNTY
430.	OCHILTREE COUNTY	492.	Tx TECH UNIV HEALTH SCI CTR EL PASO	554.	WINNSBORO HOUSING AUTHORITY
431.	OLTON POLICE DEPARTMENT	493.	TEXAS WOMAN'S UNIVERSITY	555.	WINNSBORO ISD
432.	ORANGE COUNTY	494.	THE WOODLANDS TOWNSHIP	556.	WISE COUNTY
433.	ORANGE CNTY DRAINAGE DIST	495.	TITUS COUNTY	557.	WOOD COUNTY
434.	PALO PINTO COUNTY	496.	TML MULTI/STL. INTERGOV....	558.	YMCA OF METROPOLITAN DALLAS
435.	PANOLA COUNTY	497.	TOM GREEN COUNTY	559.	YOUNG COUNTY
436.	PARADISE ISD	498.	TOWN OF ADDISON	560.	ZAPATA COUNTY

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5. MINIMUM INSURANCE REQUIREMENTS:

- A. Vendor shall take out, pay for, and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.
 - 1) Workers' Compensation/Employer's Liability
 - a. Worker's Compensation — statutory
 - b. Employer's Liability — \$500,000
 - 2) Commercial General Liability:
 - a. Bodily Injury/Personal Injury/Property Damage —
\$1,000,000 per occurrence/\$2,000,000 aggregate
 - 3) Auto Liability:
 - a. Combined Single Limit (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 subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

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. The 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 the 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 the 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. EXAMINATION OF EXISTING PREMISES:** It is understood and agreed that the Vendor has by careful examination, satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based on the specifications, supplemented by the affecting conditions.

- 8. RISK:** The work under this contract in every respect shall be at the risk of the Contractor until finished and accepted.

- 9. EXECUTION, CORRECTION, AND INTENT OF DOCUMENTS:** The intent of the contract documents, plans and specifications is to describe the complete work to be performed under such contract. Unless otherwise provided, it is also the intent of the plans and specifications and contract documents that the respective Contractor(s) shall furnish all materials, supplies, tools, equipment, machinery, labor, and supervision necessary for the prosecution and completion of the work in full compliance with the proposal, plans, specification, and other documents.

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

10. **LABOR**: Perform labor in a workmanlike manner by skilled mechanics of their respective trades.
11. **TIME OF COMPLETION**: Each Bidder shall state in their bid, in the space provided, the number of calendar days required from the date of receipt of "Notice to Proceed" to complete the work.
12. **WORKMEN'S SAFETY**: The Contractor shall meet all safety and health regulations required by the Occupational Safety and Health Administration, Department of Labor and all state regulations dealing with occupational safety.
13. **SALES TAX**: Contracts or subcontracts let on this project are exempt from the "Limited Sales Tax" of the State of Texas, and no provisions should be made in any bid for an amount to be used to pay such tax, either directly or indirectly.
14. **MATERIAL SUBSTITUTION**:
 - A. Where several materials are specified by name for one use, select for use of those specified. Wherever item or class of material is specified exclusively by trade name, manufacturer's name, or catalog reference, use only such item unless written approval for substitution is secured.
 - B. The Specifications specify the quality of the materials to be used. The method of fabrication and incorporation into the building shall be governed by the best-known practices in each of the respective trades.
15. **CODE REQUIREMENTS**: The rules and regulations, ordinances and laws governing the installation of the work and/or equipment shall be in accordance with all regulations and codes of the Federal, State, and Municipal departments having jurisdiction, the National Board of Fire Underwriters, Factory Mutual Insurance, and Texas Engineering and Fire Prevention Bureau, and the local utility companies which are in force at the time of the execution of the work.
16. **STORM WATER**: Tarrant County storm water staff will work with Facilities Management Department and Purchasing to require any County hired contractors to follow all storm water good housekeeping Best Management Practices (BMP's) when working on County grounds and buildings.
17. **PROTECTION**: The Contractor shall provide and maintain all protections required by the governing laws, regulations, and ordinances. The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the Owner or to the work or materials installed and shall make good any loss, damage, or injury without cost to the owner.

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

18. **SUSTAINABILITY**: The Contractor shall provide literature with bid supporting the manufacturer's sustainability policies and practices for the product(s) bid.
19. **AWARD**. Award of this contract will be all or none to the lowest bid that meets all specifications and is **determined by Tarrant County to be the best value for Tarrant County**. Considerations for the best value will include, but it not limited to, the following:
- a. Net Price and Net Price after discount.
 - b. Warranty.
 - c. Delivery.
 - d. Scope of Catalog (volume and range of items available).
 - e. Catalog descriptions (pictures preferred).
 - f. Full line or short line offered. Tarrant County prefers full line on each section.
20. **EVALUATION CRITERIA: Will include, but is not limited to the following:**
- a. Unit Price
 - b. Delivery
 - c. Bidder's past performance record with Tarrant County
 - d. Tarrant County's evaluation of Bidder's ability to perform
 - e. Tarrant County's experience with products bid
 - f. Special needs and requirements of Tarrant County
 - g. Results of Tarrant County's check of Vendor References
 - h. Vendor's staff size and experience
21. **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.
22. **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

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

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 data centers 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.).

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

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

SPECIAL CONDITIONS

TWCC Rule 110.110

Workers' Compensation Insurance Coverage

A. Definitions:

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

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

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

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

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

TWCC Rule 110.110 Workers' Compensation Insurance Coverage

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

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

**TWCC Rule 110.110
Workers' Compensation Insurance Coverage**

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

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

TECHNICAL SPECIFICATIONS

I. INTRODUCTION:

- A. Tarrant County is seeking vendors to bid on an annual agreement for providing Arbor and Landscaping services and supplies to various Tarrant County locations.
- B. Services include, but not limited to Arbor services, installing lawn edging, excavation, plants, composting organic matter, tree trimming, tree removal, stump removal, replacing trees, leaf raking, debris disposal, and brick/masonry work related to landscaping projects.
- C. Services are requested on an as-needed basis.

II. TERMS OF CONTRACT:

- A. Bidders must bid all items to be considered for an award.
- B. Awards will be made to Overall Low Bidder meeting all specifications.
- C. Tarrant County intends to award primary, secondary, and alternate depending on number of bids received. Tarrant County reserves the right to award in the best interest of the County.
- D. Successful bidder will be awarded a twelve (12) month contract effective from date of award or as determined by Tarrant County Purchasing. At Tarrant County's option and approval by the Bidder, the contract may be renewed for two (2) additional one (1) year periods.

III. TECHNICAL SPECIFICATIONS:

A. LABOR

- 1. Vendor's performing work under LANDSCAPING SERVICES shall upon request furnish all supervision, labor, materials, services, and equipment required to complete requested work at requested locations for hourly rate and parts mark up. Typical work requested includes installation of lawn edging, leaf raking, and repair/maintenance.
- 2. Vendors performing work under ARBOR SERVICES shall upon request furnish all supervision, labor, materials, services, and equipment required to complete requested work for arborist services at requested locations, for hourly rate and parts mark up. Typical work requested includes tree removal, stump removal, and tree trimming.
- 3. Vendor's performing work under MASONRY WORK shall upon request furnish all supervision, labor, materials, services, and equipment required to complete requested work at requested locations for hourly rate and materials markup. Typical work requested includes installation of brick, stone, block masonry installation or repairs to related landscaping services.

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

TECHNICAL SPECIFICATIONS

B. PLANTS

1. Plants purchased under any section are to adhere to the following specifications:
 - a. Guarantee: Plants shall be guaranteed for a twelve (12) month period after installation/delivery.
 - b. Plant quality is to comply with the standards as outlined by the American Standard for Nursery Stock, ANSI Z60.1, 2014 edition or the latest edition available.
 - c. Plant names are to comply with the standards of Hortus Third by, Staff of L.H. Bailey Hortorium, 1976 or the latest edition.
 - d. Plants shall conform to the size requested and shall be healthy, vigorous, with well-formed tops and healthy root systems.
 - e. Plants shall be free from harmful insects and disease and plants are to be of good health.

IV. MASONRY WORK

- A. Services to include, but not limited to Masonry Services, Brick, Stone, and Block masonry installation and repairs related to landscaping services.

V. VENDOR REQUIREMENTS

- A. Vendors are to include the number of years they have been in each industry to which they are responding on Price Form pages.
- B. While performing services under any section, Vendor shall remove all trash and debris generated at work site during labor being completed. No fees for debris removal are permitted.
- C. Vendors shall not use Tarrant County dumpsters to dispose of any refuse.
- D. No mark-ups are acceptable for rentals and freight charges.
- E. Vendor must schedule service dates with appointed Tarrant County Facilities Management personnel. Vendor must not complete work without prior approval to proceed from Tarrant County Facilities. Changes in schedule for any reason (including inclement weather) must be approved by Tarrant County Facilities Management.
- F. Vendor shall supply Work Order(s) specifying the date, location and service(s) completed.
- G. Vendor shall contact the appropriate Tarrant County Facilities Management personnel and sign in before work is started and sign out when work is completed. When completing a job after business hours, Vendors are to make arrangements with Facilities Management personnel.

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

TECHNICAL SPECIFICATIONS

- H. Vendor must maintain a qualified staff adequate enough to complete required service calls. This staff must be established one (1) month prior to the scheduled visit date of each service call. Vendor must have staff sufficient to complete all required services within a single visit to the required location.
- I. Vendor must adhere to the response times submitted on the Price Form. Repeated no shows and/or delays of scheduled work to be completed may result in termination of the contract.
- J. Awarded vendors shall not charge any percentage (%) mark-up on any owned or rental equipment the Bidder may rent and utilize under this contract, including awarded vendor's sub-contractor(s).
- K. There are instances where Tarrant County employees may ask for an estimate prior to work being done. When estimates are provided, vendor is to include **Bid No. 2023-011** on all estimates. Final payment will be based on actuals. Estimates are to be provided at no cost to Tarrant County.
- L. Vendors shall be solely responsible for their own parking when completing services. No parking fees will be reimbursed.
- M. Vendor shall not charge Tarrant County a separate "Trip Charge", "Truck Charge", or "Fuel Surcharge" on any project performed under this Annual Contract. Vendor's time shall not start until such time as the vendor has arrived on-site to start the project. "Trip Charges" include trips to retrieve any necessary equipment of parts to perform the work.

VI. RENTAL EQUIPMENT

- A. Fees for rental equipment rented by the Vendor to carry out labor must be approved by the Tarrant County Employee before issuance of the purchase order. If the Vendor does not own equipment needed to complete the project, an invoice must be provided from the rental agency along with the quotation.

VII. TRUCK STOCK

- A. Tarrant County reserves the right to request supporting documents for typical truck stock items, as necessary. If there are questions for discrepancies about an invoice or some other document that has been submitted with invoice, vendor will be contacted by a member of the Facilities Management Staff.

VIII. BID REQUIREMENTS

- A. Tarrant County reserves the right to add or delete locations, equipment, and services as needed. Tarrant County will request a written quotation from the Vendor for additional services. Awarded Vendors shall submit, in writing, a fair and reasonable price for a service requested based on current bid prices contained in this Bid for the new locations, equipment and must include **Bid No. 2023-011** on all quotes or invoices.

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

TECHNICAL SPECIFICATIONS

- B. If it is determined the quote is excessive, Tarrant County reserves the right to obtain quotes from additional sources.
- C. It is preferred that the Vendor References included in this Request for Bid be of similar size and scope to Tarrant County.
- D. **Bidder must fill in ALL items to be considered for an award.** Failure to provide pricing for all items may justify rejection of bid.
- E. Tarrant County reserves the right to use other vendors when, the services offered are considered excessive, or the number of staff being provided to perform the work is determined to be excessive.
- F. Tarrant County reserves the right to use other vendors when the response time cannot be met, or the quality of work is determined unacceptable.

IX. SUB-CONTRACTING

- A. The intent of this contract is to award to Contractor(s) who will be performing most of the scope of work with their own hired staff. There may be, on occasion, some portion of the work that will require the need to hire a subcontractor to perform a portion of the work.
- B. Should subcontracting be required, the Contractor must first obtain approval of Owner prior to any work being performed by a subcontractor.
- C. Subcontractors must carry and maintain insurance coverages in accordance with those listed in this RFB document.
- D. Bidders intending to use subcontractors must state their intent to do so by filling out the provided Subcontractor form provided in this RFB document.

X. WORKMEN'S SAFETY

- A. The Bidder must meet all safety and health regulations required by the Occupational Safety and Health Administration, Department of Labor and all state regulations dealing with occupational safety.

XI. RISK

- A. The work under this contract in every respect must be at the risk of the Bidder until finished and accepted.
- B. Vendor shall be responsible for replacing, at no cost to Tarrant County, all trees, shrubs, and any other damages caused by the vendor's personnel during the completion of services under this Request for Bid.

XII. TIME AND MATERIALS

- A. This is a time and material contract, so the estimate submitted may be less or more dependent on actual costs. Tarrant County will only pay for actuals. All invoices need to be accompanied by work orders specifying time and material used for the specific job

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

TECHNICAL SPECIFICATIONS

- B. All invoicing must include a breakdown of time, labor rate, material costs, mark-up, and be supported with any receipts for material used as well as work orders for jobs completed, including **Bid No. 2023-011** on the documentation.

XIII. PERMITS

- A. Should a job request or project request require Tarrant County's Contractor to pull a permit from the City having jurisdiction, the Contractor shall apply for and secure such permit prior to the start of work on the project requiring the permit. In no case will the Contractor submit an invoice for work completed when a permit was required for any job request or project request and said permit was not first obtained by the Contractor.

XIV. RIGHT TO SOLICIT BIDS

- A. Tarrant County reserves the right to solicit separate bids for any arbor, landscape, or brick masonry projects including those that may exceed \$25,000 in total cost. Payment Bonds will be required for any job at the \$25,000 and over threshold.

XV. SCHEDULING REQUIREMENTS

- A. Awarded contractors must schedule service dates with appointed Tarrant County Facilities Management personnel. Contractor must not complete work without prior approval to proceed from Tarrant County Facilities Management. Changes in schedule for any reason (including inclement weather) must be approved by Tarrant County Facilities Management.
- B. Awarded Contractor must obtain authorization to complete repairs before any repair service begins. Authorization must be obtained from applicable Tarrant County personnel (i.e. Building Manager of affected building).

XVI. INVOICING:

- A. Purchase Orders are typically issued at the beginning of the Tarrant County fiscal year during the month of October.
- B. Invoices must be dated for the month of service and will be sent to Tarrant County monthly. Annual billings will not be accepted.
- C. All invoices are to be sent to the Tarrant County Auditor's Office at SAP-Invoices@tarrantcounty.com as well as the Tarrant County Facilities Management Office at TCFMInvoices@tarrantcounty.com
- D. All invoices must be dated for the same month the invoice is being submitted. All invoices must specify date of service and be accompanied by the Inspection Report. Tarrant County Facilities Management will not sign Inspection Reports; thereby unknowingly agreeing to any other terms and conditions that may be listed on their sign-in sheets.

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

TECHNICAL SPECIFICATIONS

- E. Priority must be given to correcting invoices, or providing the additional information, when contacted by Tarrant County Facilities Management Staff. Reply shall be in a timely manner or within one to two (1-2) days after a request has been made by Tarrant County Facilities Management staff.
- F. Awarded Vendor shall not charge Tarrant County a separate trip charge, fuel surcharge, truck charge, parking charge or service call on any services performed under this annual contract. Vendor's time shall not start until the vendor has arrived on-site to start the project and scheduled in advance with TCFM. Time spent by the vendor loading or unloading their trucks to complete required services, while not on Tarrant County property, is not billable.
- G. Vendor will not be paid for the following:
 - 1. "No Shows" – vendor did not show up and did not contact TCFM Building Manager or designee to notify them.
 - 2. Vendor did not sign in or sign out and TCFM cannot verify that they showed up.
 - 3. Payment amount is to be deducted from the monthly billing submitted by vendor. The amount to be used is listed on the weekly visit as shown on Price Form.
- H. Tarrant County will pay for inclement weather events and any event where Tarrant County caused vendor to be unable to service location.



TARRANT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

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

II. DEFINITIONS

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

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

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

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

III. POLICY GUIDELINES

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

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 2. Continuing to seek new communication links with HUB vendors, professionals and 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. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Tarrant County Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

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

IV. ADMINISTRATIVE GUIDELINES

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

510 Historically Underutilized Businesses Policy

Adopted: Court Order 64788 (December 17, 1990)
Amended: Court Order 69958 (December 7, 1993)
Amended: Court Order 99651 (December 28, 2006)
Amended: Court Order 127875 (June 19, 2018)

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

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 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

NOTE: WITHOUT A VALID CERTIFICATION ON FILE, YOU WILL NOT BE EVALUATED AS A HUB/DBE.

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

TVORS REGISTRATION

An important part of doing business with Tarrant County is to sign up in our free Tarrant Vendor Online Registration System (TVORS).

TVORS is a web-based vendor registration program that is designed to be an easy-to-use, self-service application that allows vendors to establish and maintain their own company and certification data for the purpose of bid notification and information.

<https://tvorspublic.tarrantcounty.com/>

TARRANT TVORS
Vendor Online Registration System

The perfect mix of Cowboys and Culture!
TARRANT COUNTY

100 E. Weatherford Street
Ft. Worth, Texas 76106
817-304-1111

Welcome to TVORS!

Vendors that would like to receive bid opportunities from Tarrant County are encouraged to register in TVORS. Vendors are responsible to keep contact information current in TVORS so as to facilitate bid notifications from Tarrant County.

Changes to TVORS contact information DOES NOT affect vendor information pertaining to Purchase Order or Remit To addresses.

Login to TVORS

If you have already registered with TVORS, please go ahead and login.

User ID:

Password:

Keep me signed in on this computer unless I sign out.

VENDOR LOGIN

If you have forgotten your password, enter your email address below and click the Forgot Password button. We will send you an email including your User ID and password.

Email Address:

FORGOT PASSWORD

Register with TVORS

There are four steps to the TVORS registration process. You will have the option to save your work after the completion of each step. You may then login to your TVORS account at anytime to make changes or to complete the registration process.

You must complete all mandatory information in order to be considered for bid opportunities from Tarrant County Purchasing.

To complete your TVORS registration, you will go through the following steps:

STEP 1: Enter company data

STEP 2: Enter commodity/service codes (NIGP)
Failure to select NIGP code(s), could result in improper bid notification or no notification at all.

STEP 3: Enter user data (if applicable)

STEP 4: Enter certifications (if applicable)

If you have any questions during your registration, please call (817) 884-1414 or email TVORS@TarrantCounty.com.

To begin the registration process, please click the button below.

VENDOR REGISTRATION

After registering, be sure to email or fax all copies of your current HUB/MBE certificate(s) to TVORS@Tarrantcounty.com or (817) 884-2629, respectively.

Already Registered? Please log into your profile to make sure all contact information is correct, then check the *Data Verified* box at the bottom of the *Company Data* Section of your profile.

Contact Teresa Lobacz, Tarrant County HUB Coordinator, at the email above or at (817) 884-1414 if you have any registration questions.

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

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

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

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH BID!

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

REFERENCES

REFERENCE THREE

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

REFERENCES MUST BE RETURNED WITH BID!

SIGNATURE FORM

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

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

The undersigned agrees, on behalf of Bidder, that if the bid is accepted, Bidder will furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be ninety (90) calendar days.

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

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 of Company

Date

Street Address

Printed Name of Authorized Representative

City, State and Zip

Title of Authorized Representative

Telephone Number

Fax Number

E-Mail Address

AFTER HOURS EMERGENCY CONTACT:

Name: _____

Tel. No. _____

THIS FORM MUST BE SIGNED.

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



Did you sign and submit all
required forms?
If not, your Bid will be
rejected!

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

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.

Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Section 2270.001(2) during the term of this contract. Bidder further verifies pursuant to Texas Local Government Code Section 2252.152 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 nonexempt 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.

VENDOR IS EXEMPT FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$100,000.00 or more that is to be paid wholly or partly paid from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature S. B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S. B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

COMPLIANCE WITH FEDERAL AND STATE LAWS

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Governmental Code (added by 87th Legislature, S. B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S. B. 19) and means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

_____ Vendor is EXEMPT from Certification as set out above.

_____ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

Signature _____ X

THIS FORM MUST BE SIGNED.

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

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

AFFIRMATIONS/FORMS/DOCUMENTS

✓ Check Indicates Completion	
	1. References. Bidder has provided references, other than Tarrant County. References must be able to verify the quality of service the company provides and that the company has completed a project of similar size and scope of work in this RFB.
	2. Signatures. All forms requiring a signature must be signed. Bids not signed will be rejected.
	3. Price Forms. All sections of Price Forms have been completed.
	4. Bidder has acknowledged Secondary/Alternate Award and Cooperative Purchasing opportunities in the Special Terms and Conditions on pages 7 and 8.
	5. Insurance Certificates (If required). Bidders must submit all Insurance Certificates prior to commencement of work. If no insurance requirements specified, mark N/A.
	6. Addenda. When applicable, Bidder acknowledges receipt of all Addenda and any revised Forms. Bidder must sign and submit any required signature forms.
	7. It is the Bidders' sole responsibility to print and review all pages of the RFB document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders bid non-responsive. Failure to complete and submit all required forms, including but not limited to References, Compliance With Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.
	8. Bidder has read, understands, and agrees to Tarrant County's Criminal Background Check requirements.
	9. Accuracy for all mathematical and numerical entries is the sole responsibility of the Bidder. Tarrant County will not be responsible for errors made by the Bidder.
	10. Bidder's company is registered on TVORS (Tarrant Vendor On-Line Registration System).
	11. Bidder has sealed and marked the envelope with the Company Name, RFB Number, RFB Title, and due date.
	12. W9
	13. A completed 1295 Form
	14. Certificate of Insurance

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

NO-BID RESPONSE

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

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

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to:

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

ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

**PRICE FORM
LANDSCAPING SERVICES**

Typical work requested includes installing lawn edges, excavation, composting organic matter, cleaning debris, and repair/maintenance.

Bidders will provide the following information in the spaces provided below:

A. LABOR RATES

- 1. Trained Technician, Hourly Rate, 8:00am to 5:00pm \$ _____ x 150 = \$ _____
- 2. Trained Technician, Hourly Rate, 5:01pm to 7:59am \$ _____ x 10 = \$ _____
- 3. Trained Technician, Weekends & Holidays, Hourly Rate \$ _____ x 10 = \$ _____

B. EMERGENCY RATE

- 1. Emergency Call Rate, Hourly Rate \$ _____ x 10 = \$ _____

TOTAL – LANDSCAPING SERVICES: \$ _____

C. PLANTS AND MATERIALS

MARK UP: _____%

D. RESPONSE TIME

- 1. List response time to be onsite for normal business hours calls:

- 2. List Maximum response time to be onsite for emergency calls:

- 3. List smallest crew size available for your firm:

- 4. List number of years your firm has been in the Landscaping Services industry:

Vendor **shall not charge** Tarrant County a separate “Trip Charge”, “Truck Charge”, or “Fuel Surcharge” on any project performed under this Annual Contract. Vendor’s time shall not start until such time as the vendor has arrived on-site to start the project. “Trip Charges” include trips to retrieve any necessary equipment or parts to perform the work.

**Entire Section Must be Completed.
Partial Entries Will Not be Considered for an Award.**

Note: Use the Price per Hour Times the number of hours for Total Price. Hours are estimates only. Tarrant County does not intend to guarantee the number of hours.

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ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

**PRICE FORM
ARBOR SERVICES**

Typical work requested includes tree trimming, tree removal, stump removal, replacing trees, and debris disposal.

Bidders will provide the following information in the spaces provided below:

A. LABOR RATES

- 1. Trained Technician, Hourly Rate, 8:00am to 5:00pm \$ _____ x 150 = \$ _____
- 2. Trained Technician, Hourly Rate, 5:01pm to 7:59am \$ _____ x 10 = \$ _____
- 3. Trained Technician, Weekends & Holidays, Hourly Rate \$ _____ x 10 = \$ _____

B. EMERGENCY RATE

- 1. Emergency Call Rate, Hourly Rate \$ _____ x 10 = \$ _____

TOTAL – ARBOR SERVICES: \$ _____

C. MATERIALS

MARK UP: _____ %

D. RESPONSE TIME

- 1. List response time to be onsite for normal business hours calls:

- 2. List Maximum response time to be onsite for emergency calls:

- 3. List smallest crew size available for your firm:

- 4. List number of years your firm has been in the Landscaping Services industry:

Vendor **shall not charge** Tarrant County a separate “Trip Charge”, “Truck Charge”, or “Fuel Surcharge” on any project performed under this Annual Contract. Vendor’s time shall not start until such time as the vendor has arrived on-site to start the project. “Trip Charges” include trips to retrieve any necessary equipment or parts to perform the work.

**Entire Section Must be Completed.
Partial Entries Will Not be Considered for an Award.**

Note: Use the Price per Hour Times the number of hours for Total Price. Hours are estimates only. Tarrant County does not intend to guarantee the number of hours.

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ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

**PRICE FORM
MASONRY WORK**

Typical work requested includes forthcoming.

Bidders will provide the following information in the spaces provided below:

A. LABOR RATES

- 1. Trained Technician, Hourly Rate, 8:00am to 5:00pm \$ _____ x 75 = \$ _____
- 2. Trained Technician, Hourly Rate, 5:01pm to 7:59am \$ _____ x 10 = \$ _____
- 3. Trained Technician, Weekends & Holidays, Hourly Rate \$ _____ x 10 = \$ _____

B. EMERGENCY RATE

- 1. Emergency Call Rate, Hourly Rate \$ _____ x 10 = \$ _____

TOTAL – MASONRY WORK: \$ _____

TOTAL BID: \$ _____

C. MATERIALS

MARK UP: _____ %

D. RESPONSE TIME

- 1. List response time to be onsite for normal business hours calls:

- 2. List Maximum response time to be onsite for emergency calls:

- 3. List smallest crew size available for your firm:

- 4. List number of years your firm has been in the Landscaping Services industry:

Vendor **shall not charge** Tarrant County a separate “Trip Charge”, “Truck Charge”, or “Fuel Surcharge” on any project performed under this Annual Contract. Vendor’s time shall not start until such time as the vendor has arrived on-site to start the project. “Trip Charges” include trips to retrieve any necessary equipment of parts to perform the work.

**Entire Section Must be Completed.
Partial Entries Will Not be Considered for an Award.**

Note: Use the Price per Hour Times the number of hours for Total Price. Hours are estimates only. Tarrant County does not intend to guarantee the number of hours.

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ANNUAL CONTRACT FOR ARBOR AND LANDSCAPE SUPPLIES AND SERVICES

VENDOR RENTAL EQUIPMENT LIST

Qty	Location	Manufacturer	Model#	Monthly Rate	Weekly Rate	Hourly Rate
1	Mini Skid			\$	\$	\$
2	Full Size Skid			\$	\$	\$
3	Boom Lift			\$	\$	\$
4	Trailer			\$	\$	\$
5	Aerator			\$	\$	\$
6	Dump Trailer			\$	\$	\$
7	Backhoe			\$	\$	\$
8	Mini Excavator			\$	\$	\$
9	Trencher			\$	\$	\$
10	Stump Grinder			\$	\$	\$
11	Chipper Truck & Chipper			\$	\$	\$
12	Mixer			\$	\$	\$

Vendor **shall not charge** Tarrant County a separate “Trip Charge”, “Truck Charge”, or “Fuel Surcharge” on any project performed under this Annual Contract. Vendor’s time shall not start until such time as the vendor has arrived on-site to start the project. “Trip Charges” include trips to retrieve any necessary equipment of parts to perform the work.

If the vendor does not own equipment, an invoice must be provided from the rental agency with the quotation.

Charges for rental Equipment must be approved by requestor before issuance of Purchase Oder.

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



**TARRANT COUNTY
SEALED BID/PROPOSAL/RESPONSE**

RFB No. 2023-011

**ANNUAL CONTRACT FOR ARBOR AND
LANDSCAPE SUPPLIES AND SERVICES**

Due Date:

NOVEMBER 7, 2022, AT 2:00 P.M. CST

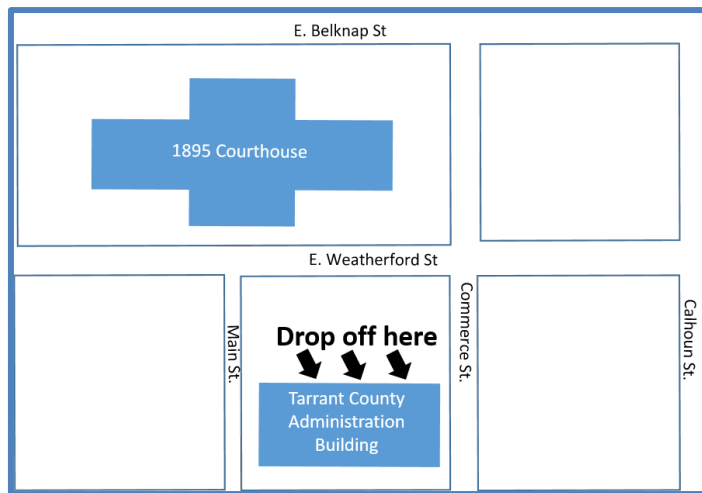
Tarrant County Administration Building

ATTN: Purchasing Department

100 E. Weatherford St., Third Floor, Suite 303

Fort Worth, Texas 76196-0104

Street
View



Building
View

