

Company Name:

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

CHRIS LAX, CPSM, CPCP ASSISTANT PURCHASING AGENT

RFB NO. 2023-019

REQUEST FOR BID FOR PROFESSIONAL SERVICES FOR IMPLEMENTATION OF SAP CONTRACT AND LEASE MANAGEMENT MODULE

BIDS DUE OCTOBER 20, 2022 2:00 P.M., CST

RFB NO. 2023-019

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

PRE-BID CONFERENCE

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

A Pre-Bid GoToMeeting Video Conference will be held:

TUESDAY, OCTOBER 11, 2022, AT 2:00 P.M. CST

RSVP: Vendors planning to attend the Pre-Bid GoToMeeting Video Conference must RSVP to Gwen Peterson, C.P.M., A.P.P., Senior Buyer, via fax 817-884-2629 or, if unable to fax, email to BidQuestions-RSVP@tarrantcounty.com by 5:00 p.m., Monday, October 10, 2022. Confirmed receipt by Tarrant County of this email is required.

A RSVP must be completed by each company representative wishing to participate in the GoToMeeting and an email address must be provided for each.

After the RSVP deadline, a GoToMeeting invitation will be sent to participants.

Questions from Respondents 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 Respondents who submits a bid and does not attend the scheduled pre-bid conference waives any right to assert claims due to undiscovered conditions.

Tarrant County is requesting bids for **PROFESSIONAL SERVICES FOR IMPLEMENTATION OF SAP CONTRACT AND LEASE MANAGEMENT MODULE** for the **INFORMATION TECHNOLOGY DEPARTMENT.** All bids must be submitted on the attached Price Forms. Tarrant County will not enter into any contract where the cost is provisional upon such clauses as "escalator" or "cost-plus" clauses.

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 OCTOBER 20, 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 RFB 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:

GWEN PETERSON, C.P.M., A.P.P., 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, Wednesday, October 12, 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 Gwen Peterson, C.P.M., A.P.P., 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.

<u>Invoices</u> 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 <u>SAP-invoices@tarrantcounty.com</u>. 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.**

<u>Continuing non-performance</u> 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.

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.
- 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.

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.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. 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 <u>approved by</u> Tarrant County.
 - 1) Workers' Compensation/Employer's Liability
 - a. Worker's Compensation statutory
 - b. Employer's Liability \$500,000
 - 2) Commercial General Liability:
 - a. Bodily Injury/Personal Injury/Property Damage \$1,000,000 per occurrence/\$2,000,000 aggregate
 - 3) Professional Liability:
 - a. \$1,000,000 per occurrence/\$2,000,000 aggregate
- B. Tarrant County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.
- C. Required Provisions:
 - 1) Proof of Carriage of Insurance All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.
 - 2) All Certificates shall provide Tarrant County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
 - 3) As to all applicable coverage, policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
 - 4) All copies of the Certificates of Insurance shall reference the project name and solicitation number for which the insurance is being supplied.
 - 5) Vendor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
 - 6) If applicable, the Vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

2. 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 fingerprint-based 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.
 - The Vendor must provide information, including, but not limited to, employee name, date of birth, a clear copy of employee's driver's license, and a copy of employee's social security card for each individual required to pass a Criminal Background Check.
 - Award of a contract could be affected by Vendor's refusal to agree to these terms.
 - Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in termination of the contract.
 - 4. The Criminal Background Check applies to the individual and not the Company.
 - 5. Passing status must be maintained by Vendor personnel for duration of the contract.

3. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:

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

1. Confidentiality, Integrity, Availability (CIA)

Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.

2. **Breach Notification**

Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.

3. **Data**

All Tarrant County data will remain in the 48 contiguous United States at all times.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. Right to Audit

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

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

- 1. Total Price
- 2. Implementation Timeline/Gantt Chart
- 3. Bidder's past performance record with Tarrant County
- 4. Tarrant County's evaluation of Bidder's ability to perform
- 5. Special needs and requirements of Tarrant County
- 6. Bidder References
- 7. Consultant Résumés

TECHNICAL SPECIFICATIONS

I. OVERVIEW

A. Tarrant County is seeking bids from qualified prepared SAP consultants for the implementation of the SAP Contract and Lease Management module to meet the GASB 87 and GASB 96 accounting standards as established by the Governmental Accounting Standards Board for state and local governments. License procurement is not part of this RFB, and will be addressed separately.

II. GENERAL VENDOR REQUIREMENTS

- A. Bidder must be SAP Partner or SAP Certified at the date of RFB (we will not accept in process) and must provide documentation verifying status.
- B. To be considered for award, Bidder must have appropriate, documented experience in implementation of the specific module and ready resources to meet timeline completion date of no later than January 31, 2023, for full implementation.
- C. All proposed resources must be onshore in the forty-eight (48) contiguous United States. Resources may be remote with the exception of user acceptance testing and Go-Live. Vendor must have resources onsite at Tarrant County offices during those times.
- D. Vendor designated personnel accessing Tarrant County data either on-site or via remote access will be required to undergo and pass a CJIS (Criminal Justice Information Services) Criminal Background Check. Passing status must be maintained by the personnel for duration of the contract.

III. SCOPE OF SERVICES

The full scope of service includes but is not limited to the following actions and requirements:

- A. Integration with Fixed Assets and Finance.
- B. Integration with REFX-CLM and Asset Accounting.
- C. Sub modules such as AP/AR, Funds Management, Grants Management and Cross Application module for Business Partner (BP) will be leveraged as master data elements.
- D. Existing configuration in Business Partner master data area will also be leveraged.
- E. Configuration with Financial/Controlling, General Ledger, Accounts Payable/Accounts Receivable, Asset Accounting.
- F. Vendor will work with Tarrant County to determine if configuration is necessary for Funds and Grants Management and assist/guide County on any configuration needed. Existing master data elements must be leveraged.
- G. Mandatory reporting needs will be identified by Tarrant County and consulting firm will work with County to identify standard reports as well as develop custom reports as needed.

- H. Lease Management Process Areas:
 - 1. Lease-In and Lease-Out
 - 2. Lease Contract Types
 - Finance Leases GASB 87
 - GASB 96 Leases
 - Non-GASB Contracts
 - 6. Contract Creation: Single Contract and Multiple Contracts via mass upload
- I. Contract Variations:
 - 1. Daily, Monthly, Quarterly, Yearly Payment Types
 - 2. Payment in Advance, Arrears, Mid-month
 - 3. Off-hire payments
 - 4. Payment date anytime in the month
 - 5. Contract Currency and Foreign Currency (if any)
 - 6. Cashflow different from contract start date
 - 7. Payment different from contract start date
- J. Contract Changes/Modifications:
 - 1. Lease Interest change
 - 2. BP (Lessee) change
 - 3. Term extension
 - 4. Term reduction
 - 5. Payment increase
 - 6. Payment decrease
 - 7. Escalating Payments
 - 8. Payment term changes
 - 9. Interest Change
 - 10. Contract, Payment Reversals
 - 11. Evergreen Leases
- K. Contract Closure:
 - 1. Normal closure/termination/retirement (Contract/Asset)
 - 2. Early termination/retirement
 - 3. Additional Lease Scenarios (if any) To be determined during business requirement workshops

L. ASSUMPTIONS

Functional

- County needs only GASB87 Lease Accounting and GASB96 SBITAS.
- b. No PO Integration for the Lease Contract payments.
- Being the data owner, County takes care of Lease Contracts collection, classification & validation as well as data cleansing & quality.
- d. Vendor to facilitate the translation of lease portfolio requirements into functional requirements.
- e. County SAP system is using Classic GL (Ledger Approach) with Classic Asset Accounting and wants to integrate this with CLM.
- f. System Pre-requisites for SAP CLM are to be in-place and Vendor will guide County team on any specific requirements during the Explore Phase. All pre-requisites (example OSS notes) etc., will be performed by County required for the SAP CLM Implementation.
- g. All design documents will be reviewed and approved within five (5) business days to ensure that there is no delay to the project timelines.
- h. Any and all configuration performed by the vendor must be documented and transferred to the Tarrant County IT Department.
- Test scripts must be provided by the vendor to Tarrant County for testing purposes.

2. Technical

- a. County SAP system is at the right levels of the System Application requirements.
- b. Core Functionality is compatible between R/3 and S/4 ensuring future proofing of the solution.
- c. Tarrant County shall apply relevant SAP released master OSS note(s) that have all the latest fixes, updates etc. that may be applied to the SAP Systems specifically related to CLM.
- d. County system meets the minimum SAP system requirements for REFX-CLM compatibility.
- e. The Vendor is to provide guidance and assist in setting up roles by providing authorization objects related to CLM.
- f. The Vendor is to leverage the required built-in deliverables from the prior implementation as part of this project

- g. County to provide necessary infrastructure information, tools, and rights of use for the Vendor's consulting team members to carry out project tasks.
- h. The Vendor is to assist in the process to extract, cleanse and populate data for upload via templates into the CLM module.
- i. CLM implementation configuration must leverage a 4-tier system landscape (SBX, DEV, QA and Prod). SBX for initial prototyping. DEV for gold client configuration. QA for user acceptance testing and integration testing. PROD for productive use of the module.
- j. SAP Basis and Security resources shall be provided by the County.
- k. The vendor must follow Tarrant County processes for moving configuration through the client landscape.
- I. Any and all technical development performed by the vendor or customized solutions provided by the vendor must be documented with functional specifications and technical design documentation and transferred to the Tarrant County Information Technology Department.

IV. REQUIRED TRAINING

- A. Develop high level training material and quick reference guides for Tarrant County personnel. Provide training sessions on SAP CLM functionality leveraging a "train-the-trainer" approach.
- B. Training shall be conducted virtually to the business users. These meetings shall be recorded. Both, recordings and documentation shall be provided to County.
- C. Develop and adopt the go-live readiness plan and post go-live support model.
- D. Provide go-live Tarrant County support. This includes Identification, reporting and tracking of go-live support issues.
- E. Provide Tarrant County Information Technology Department training and reference guides so they can support the module's configuration upon project completion. This can be done virtually and any meetings shall be recorded.

V. IMPLEMENTATION TIMELINE

A. The County expects that implementation will be a phased approach. Go-live must occur no later than January 31, 2023. Anticipated contract award date is November 1, 2022.



TARRANT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

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

II. DEFINITIONS

<u>Historically underutilized businesses (HUBs)</u>, also 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.

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

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

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

III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County 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:
 - 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.
 - Continuing to seek new communication links with HUB vendors, professionals and contactors to involve them in the procurement process.
 - 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.
 - Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - 4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

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

IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 - 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)

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

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

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

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

Texas Procurement and Support Services Statewide HUB Program 1711 Jacinto Blvd. PO Box 13047 **O** Austin, TX 78711-3047 (512) 463-5872 North Central Texas Regional Certification Agency 624 Six Flags Drive, Suite 100 Arlington, TX 76011 (817) 640-0606

IF YOUR COMPANY IS CERTIFIED, ATTACH A COPY OF THE CERTIFICATION TO THIS FORM AND RETURN WITH BID.

OR

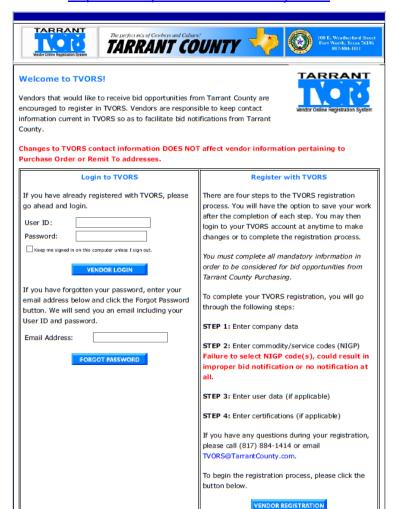
COMPANY NAME:		
REPRESENTATIVE:		
ADDRESS:		
CITY, STATE, ZIP:		
TELEPHONE NO	FAX NO	
Indicate all that apply: Minority-Owned Business Enterprise Women-Owned Business Enterprise Disadvantaged Business Enterprise		

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

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/

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.

<u>REFERENCES</u>

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 <u>will</u> 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:			
CONTACT PERSON AND TITLE:			
REFERENCE TWO			
GOVERNMENT/COMPANY NAME:			
CONTRACT PERIOD:			

REFERENCES MUST BE RETURNED WITH BID!

REFERENCES

REFERENCE THREE	
OVERNMENT/COMPANY NAME:	
DRESS:	
NTACT PERSON AND TITLE:	
LEPHONE NUMBER:	
MAIL ADDRESS:	
OPE OF WORK:	
NTRACT 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!

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

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 <u>EXEMPT</u> 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.

	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.
Sigr	natureX

THIS FORM MUST BE SIGNED.

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

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 not be considered for award.
	3.	Price Form. All sections of Price Form have been completed.
	4.	Insurance Certificates (If required). Bidders must submit all Insurance Certificates prior to commencement of work. If no insurance requirements specified, mark N/A.
	5.	Addenda. When applicable, Bidder acknowledges receipt of all Addenda and any revised Forms. Bidder must sign and submit any required signature forms.
	6.	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.
	7.	Bidder has read, understands, and agrees to Tarrant County's Criminal Background Check requirements.
	8.	Accuracy for all mathematical and number entries is the sole responsibility of the Bidder. Tarrant County will not be responsible for errors made by the Bidder.
	9.	Bidder's company is registered on TVORS (Tarrant On-Line Vendor Registration System).
	10.	Bidder has sealed and marked the envelope with the Company Name, RFB Number, RFB Title, and due date.

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

NO-BID RESPONSE

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

	Could not meet specifications.		
	Items or materials requested not manufactured by us or not available to our company.		
	Insurance requirements too restricting.		
	Bond requirements too restricting.		
	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).		
Vendo	or Name:		
Conta	ct Person:		
	none:		
⊏mall:			
Please	e send your response to:		

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

PRICE FORM

SAP Partner or SAP Certification required:		
Did you include proof that your company is a SAP Partner or SAP Certified?		
Yes No, not eligible for award	d.	
Price:		
Enter All-Inclusive Fixed Price for the full turn-key	y scope of the contract:	
•	our bid submission, include a breakdown tly what is included in this price.)	
Milestone Payment Schedule:		
Include a proposed milestone payment schedule only upon Tarrant County written acceptance Milestones to be based on actual deliverables a based on contract execution. The final milestone and can only be invoiced after Tarrant County co	as complete. Tarrant County expects and will not make a Milestone payment e must be at least 25% of the total price	
Milestone	Payment	
	\$	
	\$	
	\$	
	\$	
	\$	
Implementation Timeline/Gantt Chart:		
Include your implementation timeline/Gantt Chart based on your understanding of the scope of the RFB. Project Go-Live must occur no later than January 31, 2023.		
Based on an anticipated contract award date of November 1, 2022, can your company meet this timeline?		
YesNo, not eligible for award.		
	Did you include proof that your company is a SA YesNo, not eligible for award Price: Enter All-Inclusive Fixed Price for the full turn-ke \$(With your of exact) Milestone Payment Schedule: Include a proposed milestone payment schedule only upon Tarrant County written acceptance Milestones to be based on actual deliverables a based on contract execution. The final milestone and can only be invoiced after Tarrant County companies. Milestone Milestone Implementation Timeline/Gantt Chart: Include your implementation timeline/Gantt Charts scope of the RFB. Project Go-Live must occur in Based on an anticipated contract award date of meet this timeline?	

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

PRICE FORM

E. Consultant Résumés:

With your bid submission, include résumés for each consultant who could work on this implementation for Tarrant County. Consultant(s) must have experience in implementing the specific SAP module for this RFB.

Does your company currently have all of the resources available to meet the requirements

of this bid?		·	
Yes	No, not eligible for awa	ard.	
•	•	ualifications in the résumés provide reed upon by the vendor and the Co	

F. Bidder Experience:

With your bid response, include your experience in implementing the specific SAP module for this RFB. Provide the name of the entity that you implemented the module for with dates of completed implementation. Include the amount of time the implementation took from start to finish.

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

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

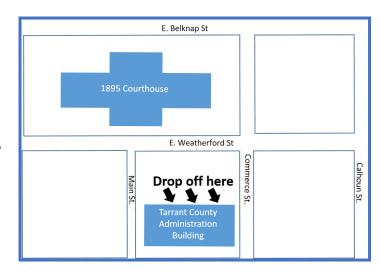
TARRANT COUNTY SEALED BID/PROPOSAL/RESPONSE

RFB No.2023-019

RFB FOR PROFESSIONAL SERVICES FOR IMPLEMENTATION OF SAP CONTRACT AND LEASE MANAGEMENT MODULE

Due Date: October 20, 2022 at 2:00 PM. CST

Tarrant County Administration Building
ATTN: Purchasing Department
100 E. Weatherford St., Third Floor, Suite 303
Fort Worth, Texas 76196-0104



Street View



