

**Company Name:** 

MELISSA LEE, C.P.M., A.P.P. PURCHASING AGENT CHRIS LAX, CPSM, CPSD, CPCP ASSISTANT PURCHASING AGENT

RFB NO. 2023-050

## PURCHASE OF SKID STEER AND COMPACT TRACK LOADER

BIDS DUE DECEMBER 19, 2022 2:00 P.M. CST

RFB NO. 2023-050

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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 the Pre-Bid Conference to be held:

DATE: THURSDAY, DECEMBER 8, 2022

TIME: 10:00 A.M., CST

LOCATION: TARRANT COUNTY ADMINISTRATION BUILDING

PURCHASING DEPARTMENT CONFERENCE ROOM

**100 E. WEATHERFORD STREET, ROOM 303** 

**FORT WORTH, TEXAS 76196-0104** 

#### OR VIA REMOTE GO TO MEETING VIDEO CONFERENCE

JOIN FROM YOUR COMPUTER, TABLET OR SMARTPHONE.
AFTER THE RSVP DEADLINE, A GOTOMEETING INVITATION WILL BE
SENT TO PARTICIPANTS.

\*Get the app now and be ready when your first meeting starts:

https://meet.goto.com/install

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

**RSVP:** Vendors planning to attend either the In Person or Pre-Bid GoToMeeting Video Conference must RSVP to Emily Salter, Senior Buyer, via fax 817-884-2629 or, if unable to fax, email to <a href="mailto:BidQuestions-RSVP@tarrantcounty.com">BidQuestions-RSVP@tarrantcounty.com</a> by 5:00 p.m. CST, Wednesday, December 7, 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.

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

Tarrant County is requesting bids for the **PURCHASE OF SKID STEER AND COMPACT TRACK LOADER** for **PRECINCTS 1, 2 AND 4.** 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 DECEMBER 19, 2022 AT 2:00 P.M.

All bids are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All bids must be clearly marked with the 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. Original bid must be clearly marked "ORIGINAL" and contain all original signatures. "No-Bid" Response to be returned on form included in section under Forms.

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

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

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

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

No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the 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:

**EMILY SALTER, SENIOR BUYER** 

Fax: 817-884-2629

Email: <u>BidQuestions-RSVP@tarrantcounty.com</u>

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, Friday, December 9, 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 Emily Salter, 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 RFB. 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 <u>contract may be terminated</u> by either party upon written thirty (30) day notice prior to cancellation.

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

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

- 1. Bids containing any inconsistencies.
- 2. Unbalanced value of any items.

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

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

It is the Bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders bid non-responsive. Failure to complete and submit all required forms, including but not limited to References, Compliance With Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.

<u>CONFIDENTIALITY</u>: 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 <u>MUST</u> be placed in a separate envelope marked "<u>CONFIDENTIAL INFORMATION</u>." Note: <u>PRICING INFORMATION IS NOT CONSIDERED CONFIDENTIAL AND IF MARKED AS SUCH, WILL RESULT IN REJECTION OF YOUR BID.</u>

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

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

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

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

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

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

#### VARIOUS LOCATIONS THROUGHOUT TARRANT COUNTY

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

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

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

A <u>packing list</u> must accompany each shipment and must include but is not limited, to the following:

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

#### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

#### 1. 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.
  - 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.
  - 2. 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. <u>INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:</u>

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.

#### 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.).

#### **SPECIAL CONDITIONS**

## TWCC Rule 110.110 Workers' Compensation Insurance Coverage

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

#### A. Definitions:

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

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

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.

## TWCC Rule 110.110 Workers' Compensation Insurance Coverage

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

## TWCC Rule 110.110 Workers' Compensation Insurance Coverage

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

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

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

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

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

#### **TECHNICAL SPECIFICATIONS**

#### I. PURPOSE

A. Tarrant County is seeking bids for the Purchase of Skid Steer and Compact Track Loader as described in the following specifications.

#### II. REQUIREMENTS

- A. This specification requires the latest production model for the basic unit and any components required to produce the whole equipment unit described within.
- B. Bidders may bid equipment that meets or exceeds the basic specifications for each equipment unit listed in this section.
- C. First run productions will not be accepted under this bid.

#### III. EQUIPMENT SPECIFICATION LITERATURE

- A. It is requested that the bidders submit the following documents with their bid:
  - 1. One (1) set of the latest printed literature.
  - 2. Detailed specifications on equipment the Bidder proposes to furnish.
  - 3. This literature shall include an engine chart, showing horsepower and other characteristics.
  - 4. Literature can be printed or via electronic media, i.e. flash drive, memory stick.
- B. The term "or approved equal" shall apply where brand name is listed unless otherwise noted

#### IV. BASE PRICING

- A. Base pricing must include all standard equipment from manufacturer.
- B. Deletions of standard equipment shall not be allowed, with the exception of subscriber-based services including, but not limited to OnStar and XM radios.

#### V. DELIVERY

- A. It is requested that bidders provide estimated delivery lead times that are as accurate as possible. Tarrant County acknowledges that actual delivery times for equipment may vary based on conditions at the time of purchase.
- B. Delivery time is considered the time from when the purchase order is issued and received by the vendor to when the item is received at Tarrant County location included on the purchase order.

- C. Failure to honor stated delivery times may result in any or all of the following actions by Tarrant County at the discretion of the Purchasing Agent:
  - 1. Tarrant County may terminate the contract with the Vendor for non-performance.
  - 2. Tarrant County may ban the Vendor from all bidding opportunities for a minimum period of two (2) years.
  - The only exceptions would be for circumstances outside the control of the Vendor including but not limited to unplanned manufacturing delay, natural disasters and transportation issues.
  - 4. Vendor must provide notification to Tarrant County of circumstances that may alter stated turnaround time within twenty-four (24) hours of incident.

#### D. Delivery to Location:

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

#### E. Equipment Information:

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

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

Online access to factory information for service, parts, and maintenance schedules for cab and chassis at no additional charge.

- 2. One (1) condensed preventative maintenance instruction schedule, consisting of manufacturer's recommendations for periodic lubrications, inspections and adjustments must also be furnished.
- 3. All manuals, catalogs, schematics and maintenance schedules must be provided at no additional cost.

### F. Equipment Supplies:

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

#### VI. FEDERAL AND STATE REQUIREMENTS

- A. The units delivered must meet, or exceed all Federal and State of Texas safety, health, lighting, and noise regulations and standards in effect the time of manufacture.
- B. All units must meet or exceed all EPA emission requirements that are in effect on the date of the bid opening.
- C. Points and/or credits must not be used in order to meet emission requirements.

#### VII. WARRANTY

- A. Standard Warranty
  - 1. All standard warranty information must be included with bid response.
  - 2. The awarded vendor must promptly provide the services that Tarrant County is entitled to under the terms of the manufacturer's warranty.
  - 3. All warranty work must be completed by qualified repair technicians.
  - 4. Technicians must travel to the Tarrant County Precinct Maintenance Facility requiring warranty service unless otherwise arranged.

### B. Extended Warranty

- 1. The County desires to have the option to purchase extended warranty on both the cab and chassis and the fuel service body if available.
- 2. All extended warranty work must be completed under the same requirements as the standard warranty stated above.
- 3. All extended warranty information must be included with bid response.

#### VIII. VENDOR QUALIFICATIONS

- A. Vendor must have a service center located within Tarrant County.
- B. Vendor must be a full-service dealer capable of all service and repairs including warranty work.
- C. The references provided must be able to provide information on the specific products and equipment the bidder is providing bids for.

#### XI. EVALUATION AND AWARD

- A. Award(s) shall be made to the lowest responsible Bidders per item who meet or exceed all bid specifications for each section.
- B. Bidders may bid on one (1) or all items.
- C. Bid responses will not be evaluated for optional equipment, rather these will default to the awarded vendors
- D. Field demonstrations may be requested by Tarrant County prior to, and/or during evaluation.
- E. Demonstrations must be available at a location in the Fort Worth/Dallas area without cost to the County.

#### X. ORDER PROCESSING

- A. Awarded vendor must notify Tarrant County Purchasing when the cut-off date for submitting orders for the current year model is known.
- B. Order Placement:
  - If the requirement is for a base unit with the required features as stated in these specifications, including the additional optional packages specified on the Price Forms and no other options or requirements exist; the order will be placed with the lowest of the three (3) awarded vendors. Consideration can be given to delivery times.
  - 2. If additional optional items are needed, each of the three (3) awarded vendors will be contacted and the order will be placed with the lowest response with the best delivery time. Again, delivery times can be considered.
  - 3. Awarded Vendor must not process orders without receiving a purchase order number from the buyer.

#### C. Order Confirmation

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

#### XI. ESTIMATED QUANTITIES

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

#### XII. COOPERATIVE PURCHASES

- A. Governmental entities utilizing inter-governmental contracts with Tarrant County will be eligible, but not obligated to purchase necessary materials, equipment, units, and supplies under the contract awarded as a result of this solicitation.
- B. All purchases by governmental entities other than Tarrant County will be billed directly to that governmental entity and paid by that governmental entity.
- C. Tarrant County will not be responsible for another governmental entity's debts.
- D. Each governmental entity will order their own materials as needed and under their own procedures.

# TECHNICAL SPECIFICATIONS ITEM ONE: SKID STEER LOADER

		DESCRIPTION		OU MEET (CEED?
I.	WEIC	ЭНТ:		
	A.	Rated Operating Capacity Standard 1,700 lbs. minimum.	Yes	No
	B.	Operating Weight 6,000 lbs. minimum.	Yes	No
	C.	Tipping Capacity 3,100 lbs. without counterweights, minimum.	Yes	No
	D.	Bucket Breakout Force 3,900 lbs. minimum.	Yes	No
II.	DIME	ENSIONS:		
	A.	Length: 125 to 140 inches.	Yes	No
	B.	Width: 57 to 67 inches.	Yes	No
	C.	Height: 77 to 85 inches.	Yes	No
III.	ENG	INE:		
	A.	Tier 4 Final.	Yes	No
	B.	Four (4) Stroke, turbocharged, four (4) cylinder.	Yes	No
	C.	Direct Injection.	Yes	No
	D.	SAE net 45 horsepower, minimum.	Yes	No
	E.	Two (2) stage dry types air cleaner with restriction indicator.	Yes	No
	F.	Engine RPM must be controlled by foot accelerator and hand throttle.	Yes	No

		DESCRIPTION	CAN YOU MEET OR EXCEED?
IV.	TRAN	ISMISSION:	
	A.	Fully hydrostatic, four (4) wheel drive.	Yes No
	B.	Top speed shall be 10 mph minimum forward and 6 mph minimum reverse.	Yes No
	C.	Transmission shall have two (2) speeds forward with speed controlled by switch mounted on joystick control.	Yes No
V.	HYDF	RAULIC SYSTEM:	
	A.	Standard flow with minimum auxiliary flow of 18 GPM and a relief valve setting of 3000 PSI.	Yes No
	B.	The auxiliary hydraulic flow must be metered and capable of continuous maximum flow when required.	Yes No
	C.	The hydraulic couplers must be of a flat faced, no drip, quick disconnect design.	Yes No
VI.	STEE	RING:	
	A.	Steering controlled by a single joystick lever.	Yes No
	B.	Control lever to allow gradual, pivot and counter rotation.	Yes No
	C.	Control lever must contain switches for horn and two speed transmission.	Yes No
VII.	BRA	KES:	
	A.	Parking brake shall be actuated automatically when operator restraint bar is raised.	Yes No
	B.	The parking brake must be of a multiple, wet disc design incorporated into the drive motors.	Yes No
	C.	The parking brake is released when the parking brake switch is depressed.	Yes No

		DESCRIPTION	CAN YOU MEET OR EXCEED?
VIII.	VIII. TIRES:		
	A.	Must have a minimum of four (4) 10.0 x 16.5 heavy duty flotation tires on heavy duty rims with valve protectors.	Yes No
IX.	ELEC	CTRICAL SYSTEM:	
	A.	Twelve (12) volt electrical system with fifty (50) amp alternator, minimum.	Yes No
	B.	One (1) twelve (12) volt battery.	Yes No
X.	OPE	RATOR STATION:	
	A.	ROPS/FOPS canopy must include a grab handle for ease of entry and exit.	Yes No
	B.	Top window and rear window.	Yes No
	C.	Operator restraint bar.	Yes No
	D.	Deluxe seat with OSHA approved retractable safety restraint belt.	Yes No
	E.	Two (2) hydraulic joystick levers for travel and loader functions.	Yes No
	F.	ROPS/FOPS must tilt forward with floor plate and top engine over without disconnecting hydraulic hoses or wiring.	Yes No
	G.	Sealed beam – belly pan.	Yes No
	Н.	Pattern control change lever.	Yes No

		DESCRIPTION	CAN YOU MEET OR EXCEED?
XI.	LIGHTS.		
	A.	Front work lights and rear work lights minimum.	Yes No
XII.	INST	RUMENTATION:	
	A.	Hour Meter.	Yes No
	B.	Fuel and engine coolant temperature.	Yes No
	C.	Audible alarm for high coolant temperature and low engine oil pressure.	Yes No
	D.	Alternator light.	Yes No
	E.	Hydraulic filter restriction.	Yes No
	F.	Engine oil pressure.	Yes No
	G.	Air Filter restriction.	Yes No
	H.	Parking Brake.	Yes No
	l.	Engine preheats.	Yes No
	J.	Float function.	Yes No
	K.	Travel Speed.	Yes No
	L.	Working lights and device functionality.	Yes No

		DESCRIPTION	CAN YOU MEET OR EXCEED?
XIII.	LOA	DER ARM:	
	A.	In-line loader arm design with two (2) lift and dump cylinders.	Yes No
	В.	Loader arm must feature hydraulic bucket self-leveling.	Yes No
	C.	Hoses must be protected for abrasion resistance.	Yes No
	D.	Control of loader arm and bucket must be accomplished by single joystick control lever.	Yes No
	E.	Standard bucket attachment 68" – 72" with cutting edge.	Yes No
XIV.	ATTA	ACHMENTS:	
	A.	Front attachments must be mounted by universal front coupler system activated/deactivated by two (2) mechanical levers.	Yes No
XV.	FINA	L DRIVE:	
	A.	Axles and drives shall be of heavy duty design.	Yes No
	B.	Axles must be adjustable to allow for drive chain tension adjustment.	Yes No
	C.	The drive chain cases must be equipped with drive chain/motor access panels.	Yes No
	D.	The final drive design must provide for four (4) equal length chains with two (2) sprockets per chain.	Yes No

## **TECHNICAL SPECIFICATIONS**

ITEM ONE: SKID STEER LOADER

List any exceptions to these specifications where "NO" was answered. Failure on the part of the bidder to comply with any and all requirements or conditions of this specification will subject vendors bid to being rejected. No exceptions to or deviations from the specification will be considered unless each exception or deviation is specifically stated a part of the bid. Any exception MUST be specifically stated by bidder as an exception are a detailed statement completely defining exception or exceptions MUST accompany bid	ill is as ad

#### **TECHNICAL SPECIFICATIONS**

#### ITEM TWO: COMPACT TRACK LOADER

		DESCRIPTION	CAN YOU MEET OR EXCEED?
I.	WEIC	ЭНТ:	
	A.	Rated Operating Capacity Standard 3,000 lbs. minimum.	Yes No
	B.	Operating Weight 11,000 lbs. minimum.	Yes No
	C.	Tipping Capacity 4,600 lbs. without counterweights, minimum.	Yes No
	D.	Bucket Breakout Force 5,800 lbs. minimum.	Yes No
U.	DIME	ENSIONS:	
	A.	Length: 145 to 155 inches	Yes No
	B.	Width: 75 to 80 inches.	Yes No
	C.	Height: 76 to 84 inches.	Yes No
III.	ENG	INE:	
	A.	Tier 4 Final.	Yes No
	B.	Four (4) Stroke, turbocharged, four (4) cylinder.	Yes No
	C.	Direct Injection.	Yes No
	D.	SAE net 90 horsepower, minimum.	Yes No
	E.	Dual dry type air cleaner.	Yes No
	F.	Engine RPM must be controlled by foot accelerator and hand throttle.	Yes No

		DESCRIPTION	CAN YOU MEET OR EXCEED?
IV.	TRAN	ISMISSION:	
	A.	Fully hydrostatic, four (4) wheel drive.	Yes No
	В.	Top speed shall be 8 mph minimum forward and 5 mph minimum reverse.	Yes No
	C.	Transmission shall have two (2) speeds forward with speed controlled by switch mounted on joystick control.	Yes No
V.	HYDF	RAULIC SYSTEM:	
	A.	High Flow Auxiliary Hydraulic with minimum auxiliary flow of 23 GPM and a relief valve setting of 3,100–3,600 PSI.	Yes No
	В.	The auxiliary hydraulic flow must be metered and capable of continuous maximum flow when required.	Yes No
	C.	The hydraulic couplers must be of a flat faced, no drip, quick disconnect.	Yes No
VI.	STEE	RING:	
	A.	Steering controlled by a single joystick lever.	Yes No
	B.	Control lever to allow gradual, pivot and counter rotation.	Yes No
	C.	Control lever must contain switches for horn and two speed transmission.	Yes No
VII.	BRA	KES:	
	A.	Parking brake shall be actuated automatically when operator restraint bar is raised.	Yes No
	B.	The parking brake must be of a multiple, wet disc design incorporated into the drive motors.	Yes No
	C.	The parking brake is released when the parking brake switch is depressed.	Yes No

		DESCRIPTION	CAN YOU MEET OR EXCEED?
VIII.	TRAC	CKS:	
	A.	Tracks must be durable rubber with steel inserts.	Yes No
	B.	Tracks must have a width of 15.5 inches to 18.5 inches.	Yes No
IX.	ELEC	TRICAL SYSTEM:	
	Α.	Twelve (12) volt electrical system with fifty (50) amp alternator, minimum.	Yes No
	B.	One (1) twelve (12) volt battery.	Yes No
X.	OPEF	RATOR STATION:	
	A.	ROPS/FOPS canopy must include a grab handle for ease of entry and exit.	Yes No
	B.	Top window and rear window.	Yes No
	C.	Operator restraint bar.	Yes No
	D.	Deluxe seat with OSHA approved retractable safety restraint belt.	Yes No
	E.	Two (2) hydraulic joystick levers for travel and loader functions.	Yes No
	F.	ROPS/FOPS must tilt forward with floor plate and top engine over without disconnecting hydraulic hoses or wiring.	Yes No
	G.	Sealed beam – belly pan.	Yes No
	H.	Pattern control change lever.	Yes No

		DESCRIPTION	CAN YOU MEET OR EXCEED?
XI.	LIGH	TS.	
	A.	Must include two (2) front facing and two (2) rear facing halogen or LED working lights with adjustable mountings and dedicated switch.	Yes No
XII.	INST	RUMENTATION:	
	A.	Hour Meter.	Yes No
	B.	Fuel and engine coolant temperature.	Yes No
	C.	Audible alarm for high coolant temperature and low engine oil pressure.	Yes No
	D.	Alternator light.	Yes No
	E.	Hydraulic filter restriction.	Yes No
	F.	Engine oil pressure.	Yes No
	G.	Air Filter restriction.	Yes No
	H.	Parking Brake.	Yes No
	I.	Engine preheats.	Yes No
	J.	Float function.	Yes No
	K.	Travel Speed.	Yes No
	L.	Working lights and device functionality.	Yes No

		DESCRIPTION	CAN YOU MEET OR EXCEED?
XIII.	LOAI	DER ARM:	
	A.	In-line loader arm design with two (2) lift and dump cylinders.	Yes No
	B.	Loader arm must feature hydraulic bucket self-leveling.	Yes No
	C.	Hoses must be protected for abrasion resistance.	Yes No
	D.	Control of loader arm and bucket must be accomplished by single joystick control lever.	Yes No
	E.	Standard bucket attachment 78" – 84" with cutting edge.	Yes No
XIV.	ATTA	ACHMENTS:	
	A.	Front attachments must be mounted by universal front coupler system activated/deactivated by two (2) mechanical levers.	Yes No

## **TECHNICAL SPECIFICATIONS**

ITEM TWO: COMPACT TRACK LOADER

List any except of the bidder to subject vendo specification w a part of the bid a detailed state	comply with a rs bid to bei ill be consider I. Any exception	ny and all req ng rejected. ed unless eac on MUST be s	uirements or o No excepti h exception o pecifically sta	conditions of the ons to or de r deviation is s ted by bidder a	nis specificati viations from pecifically sta as an exception	on will n this ited as on and

#### **TECHNICAL SPECIFICATIONS**

#### ITEM THREE: SKID STEER LOADER WITH HIGH FLOW HYDRAULICS

DESCRIPTION			CAN YOU MEET OR EXCEED?		
I.	WEIG	ЭНТ:			
	A.	Operating Capacity with counterweight 2,900 lbs. minimum.	Yes No		
	B.	Operating Weight 7500 lbs. minimum without counterweights.	Yes No		
	C.	Tipping Capacity 5,400 lbs. without counterweights, minimum.	Yes No		
	D.	Bucket Breakout Force 7,300 lbs. minimum.	Yes No		
II.	DIME	NSIONS:			
	Α.	Length with Bucket: 145 inches minimum to 155 maximum	Yes No		
	B.	Width Over Tires: 65 minimum to 75 inches.	Yes No		
	C.	Height: 76 to 84 inches.	Yes No		
III.	ENG	NE:			
	Α.	Tier 4 Final.	Yes No		
	B.	Four (4) Stroke, turbocharged, four (4) cylinder.	Yes No		
	C.	Direct Injection.	Yes No		
	D.	SAE J1995 gross horsepower, 74 minimum.	Yes No		
	E.	Dual dry type air cleaner.	Yes No		
	F.	Engine 3.0 liter minimum.	Yes No		
	G.	Reverse engine fan.	Yes No		

		DESCRIPTION	CAN YOU MEET OR EXCEED?		
IV.	TRAN	ISMISSION:			
	A.	Fully hydrostatic, four (4) wheel drive.	Yes No		
	B.	Top speed shall be 10 mph forward and 10 mph reverse minimum.	Yes No		
	C.	Transmission shall have two (2) speeds forward with speed controlled by switch mounted on joystick control.	Yes No		
V.	HYDF	RAULIC SYSTEM:			
	A.	High flow auxiliary hydraulic system with flow of 32 GPM and a relief valve setting of 3,300 PSI minimum and 3,400 maximum.	Yes No		
	В.	The auxiliary hydraulic flow must be metered and capable of continuous maximum flow when required.	Yes No		
	C.	Auxiliary Flat Face style hydraulic coupler quick connects.	Yes No		
VI.	STEE	RING:			
	A.	Steering controlled by a single electric over hydraulic joystick.	Yes No		
	B.	Control lever to allow gradual, pivot and counter rotation.	Yes No		
	C.	Control lever must contain switches for horn and two speed transmission.	Yes No		
VII.	BRA	KES:			
	A.	Parking brake shall be actuated automatically when operator restraint bar is raised.	Yes No		
	B.	The parking brake released by hydraulic pressure and spring applied.	Yes No		
	C.	The parking brake is released when the parking brake switch is depressed.	Yes No		

		DESCRIPTION	CAN YOU MEET OR EXCEED?		
VIII.	TIRES	S:			
	A.	Tire size 12/16.5 10 ply.	Yes	No	
	B.	Tubeless tires.	Yes	No	
IX.	ELEC	TRICAL SYSTEM:			
	A.	Twelve (12) volt electrical system with eighty (80) amp alternator, minimum.	Yes	No	
	B.	One (1) twelve (12) volt battery.	Yes	No	
X.	OPER	RATOR STATION:			
	A.	ROPS/FOPS canopy must include a grab handle for ease of entry and exit.	Yes	No	
	B.	Top window and rear window.	Yes	No	
	C.	Operator restraint bar.	Yes	No	
	D.	Deluxe seat with OSHA approved retractable safety restraint belt.	Yes	No	
	E.	Two (2) electric over hydraulic joystick levers for travel and bucket functions.	Yes	No	
	F.	ROPS/FOPS Tilt assist for maintenance access.	Yes	No	
	G.	Sealed beam – belly pan.	Yes	No	
	Н.	Convex rearview mirror	Yes	No	
	l.	Adjustable engine speed control lever or dial.	Yes	No	
	J.	Engine throttle foot control.	Yes	No	

		DESCRIPTION	CAN YOU MEET OR EXCEED?		
XI.	LIGH	TS.			
	A.	Front and rear halogen or LED work lights.	Yes	No	
	В.	Two (2) rear tail lights.	Yes	No	
XII.	INST	RUMENTATION:			
	A.	Hour Meter.	Yes	No	
	В.	Fuel and engine coolant temperature.	Yes	No	
	C.	Audible alarm for high coolant temperature and low engine oil pressure.	Yes	No	
	D.	Alternator light.	Yes	No	
	E.	Hydraulic filter restriction.	Yes	No	
	F.	Engine oil pressure.	Yes	No	
	G.	Air Filter restriction.	Yes	No	
	H.	Parking Brake.	Yes	No	
	l.	Engine preheats.	Yes	No	
	J.	Float function.	Yes	No	
	K.	Travel Speed.	Yes	No	
	L.	Working lights and device functionality.	Yes	No	
	M.	Programmable engine start security keypad.	Yes	No	
	N.	Factory installed backup camera.	Yes	No	

DESCRIPTION			CAN YOU MEET OR EXCEED?
XIII.	(III. LOADER ARM:		
	A.	In-line loader arm design with two (2) lift and two (2) tilt cylinders.	Yes No
	B.	Bucket coupler universal standard manual lever quick change lock minimum.	Yes No
	C.	Hoses must be protected for abrasion resistance.	Yes No
	D.	Control of loader arm and bucket must be accomplished by single joystick control lever.	Yes No
	E.	Bucket lift, tilt and lowered with a single joystick.	Yes No
	F.	Standard bucket attachment 68 inches with bolt on cutting edge.	Yes No
XIV.	KIV. ATTACHMENTS:		
	A.	Bucket 68 inches minimum and mounted by universal front coupler system activated/deactivated by two (2) mechanical locking levers.	Yes No

### **TECHNICAL SPECIFICATIONS**

## ITEM THREE: SKID STEER LOADER WITH HIGH FLOW HYDRAULICS

List any exceptions to these specifications where "NO" was answered. Failure on the part of the bidder to comply with any and all requirements or conditions of this specification will subject vendors bid to being rejected. No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated a part of the bid. Any exception MUST be specifically stated by bidder as an exception and a detailed statement completely defining exception or exceptions MUST accompany bid



# **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.
  - 2. 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.
  - 2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
  - 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
  - 4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder 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) 463-572

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

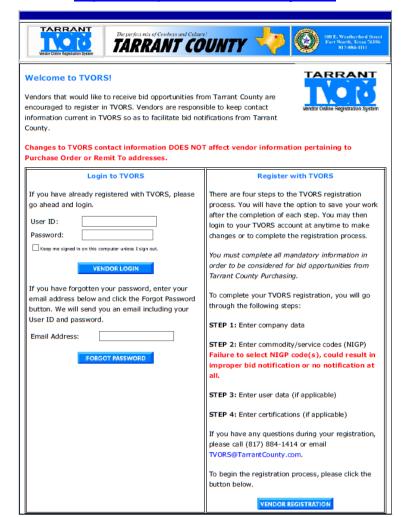
COMPANY NAME:		
REPRESENTATIVE:		
ADDRESS:		
CITY, STATE, ZIP:		
TELEPHONE NO	FAX NO	
Indicate all that apply:	Minority-Owned Business Enterprise Women-Owned Business Enterprise Disadvantaged Business Enterprise	

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.

### **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 RFB. Tarrant County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Vendor's company provides and that the Bidder has completed a project of similar size and scope of work in this response. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

Failure to supply required references <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:	
ADDRESS:	
SCOPE OF WORK:	
	REFERENCE TWO
GOVERNMENT/COMPANY NAME:	
SCOPE OF WORK:	
CONTRACT PERIOD:	

REFERENCES MUST BE RETURNED WITH BID!

# **REFERENCES**

F	REFERENCE THREE
GOVERNMENT/COMPANY NAME:	
ADDRESS:	
TELEPHONE NUMBER:	
E-MAIL ADDRESS:	
SCOPE OF WORK:	
CONTRACT PERIOD:	

REFERENCES MUST BE RETURNED WITH BID!

# SIGNATURE FORM

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

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

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

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

Vendor hereby assigns to Tarrant County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

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

Signature	X
	Authorized Representative
Legal Name of Company	Date
Street Address	Printed Name of Authorized Representative
City, State and Zip	Title of Authorized Representative
Telephone Number	Fax Number
F-Mail Address	

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
Unique Entity Identifier (UEI) 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 <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.

Vendor He	reby 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 Certification 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 Tra Associations.	will
Sian	ature	<b>(</b>

THIS FORM MUST BE SIGNED.

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

### FORMS/DOCUMENTS CHECKLIST

	✓ Check Indicates Completion
1	References. Vendor has provided references, other than Tarrant County. References must be able to verify the quality of service the company provides and that the company has completed a project of similar size and scope of work in this bid.
2	Signatures. All forms requiring a signature must be signed. Bids not signed will not be considered for award.
3	B. Price Forms. All sections of Price Forms 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.
Ę	Addenda. When applicable, Bidder acknowledges receipt of all Addenda, including the signed Addend cover pages, and any revised Forms in their bid package.
	It is the Bidder's sole responsibility to print and review all pages of the RFB document, attachments, questions and their responses, addenda, and special notices. The Signature Form must be signed and returned. Failure to provide signature on the form renders bid non-responsive. Failure to complete and the submission of all required forms, including but not limited to References, Compliance with Federal and State Laws, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.
7	<ol> <li>Bidder has read, understands, and agrees to Tarrant County's Criminal Background Check requirements.</li> </ol>
3	<ol> <li>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.</li> </ol>
9	Bidder's company is registered on TVORS (Tarrant Vendor On-Line Registration System).
10	<ol> <li>Bidder has sealed and marked the envelope with the RFB Number, RFB Title, and due date.</li> </ol>
11	. Failure to comply with the requirements set forth in the RFB may result in rejection of bid and/or cancellation of contract after award.

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).
	or Name:
Conta	ct Person:
Teleph	none:
Email:	
Please	e send your response to:

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

# ANNUAL CONTRACT FOR SKID STEER AND COMPACT TRACK LOADER

# PRICE FORM

ITEM NO.	DESCRIPTION	EST. QTY.		UNIT PRICE	
Item 1:	Skid Steer Loader, per Specifications				
ſ	Price of Equipment per Specification	1	\$		
E	Brand/Model Bid:				
I	Delivery Time After Receipt of Order:				
\$	Standard Manufacturer's Warranty:				
Item 2:	Compact Track Loader, per Specifications				
ſ	Price of Equipment per Specification:	1	\$		
E	Brand/Model Bid:				
I	Delivery Time After Receipt of Order:				
\$	Standard Manufacturer's Warranty:		· · · · · · · · · · · · · · · · · · ·		
Item 3:	Skid Steer Loader with High Flow Hydraulics, pe	r Specificat	tions		
ı	Price of Equipment per Specification:	1	\$		
E	Brand/Model Bid:		· · · · · · · · · · · · · · · · · · ·		
I	Delivery Time After Receipt of Order:				
5	Standard Manufacturer's Warranty:				
TUE	ALL DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVICE CALL				_

# ANNUAL CONTRACT FOR SKID STEER AND COMPACT TRACK LOADER

# PRICE FORM

ITEM NO.	DESCRIPTION	EST. QTY.		UNIT PRICE
ОРТІО	NAL PRICING			
A. B.	Cold Planner 12 inch, Standard Flow Cold Planner 18 inch, Standard Flow	1 1	\$ \$	
C. D. E. F. G. H.	Auger, Rock Bit 6 inch Auger, Rock Bit 9 inch Auger, Rock Bit 12 inch Auger, Dirt Bit 6 inch Auger, Dirt Bit 9 inch Auger, Dirt Bit 12 inch	1 1 1 1 1	\$ \$ \$ \$	
I. J.	Grapple, Brush Style 36 inch Grapple, Brush Style 82 inch	1 1	\$ 	
K. L. M.	Angle Broom, 48 inch Angle Broom, 68 inch Angle Broom, 84 inch	1 1 1	\$ \$ 	
N.	Price of Extended Warranty for Skid Steer Loader, Per Specifications:	1	\$	
O.	Extended Warranty Terms:  Price of Extended Warranty for Skid Steer Loader, Per Specifications:	1	\$	
P.	Extended Warranty Terms:  Price of Extended Warranty for Skid Steer Loader With High Flow Hydraulics, Per Specifications:	1		
	Extended Warranty Terms:  Discount off List for Items not Listed:			%
TH	ALL DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVICE CALL COSE  E ORIGINAL AND ONE (1) COPY OF THIS PAGE M			

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

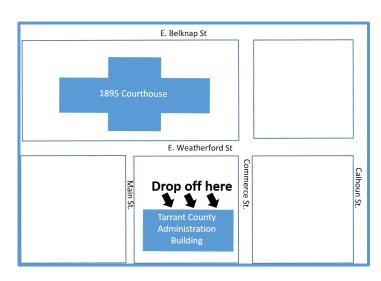
# TARRANT COUNTY SEALED BID/PROPOSAL/RESPONSE

RF No. 2023-050

PURCHASE OF SKID STEER AND COMPACT TRACK LOADER

Due Date: December 19, 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** 

Building View

