

**Company Name:** 

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

CHRIS LAX, CPSM, CPSD, CPCP ASSISTANT PURCHASING AGENT

RFB NO. 2023-053

# REQUEST FOR BID FOR ANNUAL CONTRACT FOR GARAGE POWER WASHING

BIDS DUE JANUARY 5, 2023 2:00 P.M. CST

RFB NO. 2023-053

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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:

DATE: WEDNESDAY, DECEMBER 21, 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** 

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

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

**RSVP:** Vendors planning to attend the Pre-Bid Conference must RSVP to Rita C. Pauley, CPO, Senior Buyer, via fax 817-884-2629 or, if unable to fax, email to <a href="BidQuestions-RSVP@tarrantcounty.com">BidQuestions-RSVP@tarrantcounty.com</a> by 5:00 p.m., CST, Tuesday, December 20, 2022. Confirmed receipt by Tarrant County of this email is required.

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

#### SITE VISIT

IF REQUESTED, A WALK-THROUGH OF THE JOB-SITE WILL BE HELD AT A LATER DATE.
IF SCHEDULED, DETAILS WILL BE POSTED ON THE TARRANT COUNTY WEBSITE.

Tarrant County is requesting bids for the **ANNUAL CONTRACT FOR GARAGE POWER WASHING** for **FACILITIES MANAGEMENT**. All bids must be submitted on the attached Price Forms. **Vendors must bid all items to be considered for an award**. 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 JANUARY 5, 2023 AT 2:00 P.M.

All bids are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All bids must be clearly marked with the Bid Number, the name of the company submitting the bid, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. 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:

RITA C. PAULEY, CPO, 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, Wednesday, December 28, 2022. After this deadline, all questions and responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed to Rita C. Pauley, CPO, 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.
- 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.
- Bidders shall not owe delinquent property tax in Tarrant County.
- 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.

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

#### LOCATIONS WITHIN 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 Tarrant County orders.

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

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

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

#### **SPECIAL CONDITIONS**

## TWCC Rule 110.110 Workers' Compensation Insurance Coverage

#### 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.

#### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 1. <u>CONTRACT TERMS</u>: Vendor(s) will be awarded a twelve (12) month contract, effective from the date of award or notice to proceed as determined by the Tarrant County Purchasing Department. At Tarrant County's option and approval by the Vendor, the contract may be renewed for one (1) additional twelve (12) month period, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**
- 2. RENEWAL OPTIONS: Tarrant County reserves the right to exercise an option to renew the contract of the Vendor for one (1) additional twelve (12) month period, provided such option is stipulated and agreed upon by both parties. If Tarrant County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. Required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Tarrant County may rescind its option or seek a new solicitation.
- 3. <u>SECONDARY/ALTERNATE AWARD</u>: Secondary or Alternate Vendors serve in a backup capacity only. In the event the Primary is unable to honor the terms and conditions of the contract, the Secondary Vendor(s) may be called. If the Secondary Vendor is unable to honor the terms and conditions of the contract the Alternate Vendor(s) may be called. The Primary Vendor is the first contact. Use of the Secondary or Alternate Vendor(s) must be approved, in writing, by the Tarrant County Purchasing Agent or his designee in compliance with Texas Local Government Code 262.027(g).
  - A. In the event the Secondary or Alternate Vendors are called upon, they will offer the materials and services at their awarded price(s), or better. Any attempt to increase their awarded price(s) may cause the removal of the Vendor from the contract. Calling upon the Secondary or Alternate Vendors does not necessarily affect the status of any awarded Vendor, including the Primary Vendor.
  - B. If a Secondary or Alternate Vendor represents themselves as the Primary Vendor without written authorization from the Tarrant County Purchasing Agent, or his designee, the Secondary or Alternate Vendor may be removed from the contract.

C.	Would you, as the Vend based on the above?	or, be willing	to accept	a Secondary o	r Alternate	Award
		Yes	No			

#### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 4. <u>COOPERATIVE PURCHASING</u>: Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among governmental entities that participate in its Cooperative Purchasing Program. Cooperative Purchasing can be a great benefit to Tarrant County vendors by providing an avenue to offer materials and services to participating entities. A current list of participating entities is included in this solicitation and an up-to-date list can be found on the Tarrant County website.
  - A. Should other Governmental Entities decide to participate in this contract, would you, as the Vendor, agree that all terms, conditions, specifications, and <u>pricing</u> would apply? **A "NO" answer could result in complete rejection of the bid**.

    Yes No
    - 1) If you, the Bidder, checked Yes, the following will apply:
      - a) Governmental Entities utilizing Intergovernmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials and services under the contract(s) awarded because of the solicitation. All purchases by Governmental Entities other than Tarrant County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Tarrant County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material and services as needed.
      - b) Delivery to governmental entities located within Tarrant County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Tarrant County shall be negotiated between the Vendor and each governmental entity.
      - c) Tarrant County utilizes County Purchase Orders as its primary means of encumbering funds and pays for goods and services utilizing Vendor invoices. In the event Governmental Entities utilizing InterGovernmental Contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the Vendor to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the Vendor.
      - d) Vendor(s) awarded contract(s) resulting from bid will be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information should be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County.

#### **Entities Currently Participating in Cooperative Purchasing Program with Tarrant County**

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

#### **Entities Currently Participating in Cooperative Purchasing Program with Tarrant County**

190.	CITY OF LITTLEFIELD	252.	CITY OF SOUR LAKE	314.	EASTLAND COUNTY
191.	CITY OF LIVE OAK	253.	CITY OF SOUTHLAKE	315.	ECTOR COUNTY
192.	CITY OF LUBBOCK	254.	CITY OF SOUTHMAYD	316.	ECTOR COUNTY ISD
193.	CITY OF LUCAS	255.	CITY OF SPRING VALLEY VILLAGE	317.	EDDY COUNTY, NM
194.	CITY OF LUFKIN	256.	CITY OF SPRINGTOWN	318.	EL PASO COUNTY
195.	CITY OF LUMBERTON	257.	CITY OF STEPHENVILLE	319.	EL PASO CNTY HOSP DIST DBA
196.	CITY OF MANSFIELD	258.	CITY OF SULPHUR SPRINGS	320.	ELECTRA ISD
197.	CITY OF MARSHALL	259.	CITY OF TAFT	321.	ELLIS COUNTY
198.	CITY OF MCALLEN	260.	CITY OF TAYLOR	322.	ERATH COUNTY
199.	CITY OF MCKINNEY	261.	CITY OF TEMPLE	323.	EVERMAN ISD
200.	CITY OF MELISSA	262.	CITY OF TERRELL	324.	FANNIN COUNTY
201.	CITY OF MERKEL	263.	CITY OF TEXARKANA, AR	325.	FARMERSVILLE ISD
202.	CITY OF MESQUITE	264.	CITY OF TEXARKANA, TX	326.	FLOYD COUNTY
203.	CITY OF MIDLAND	265.	CITY OF THE COLONY	327.	FORNEY ISD
204.	CITY OF MIDLOTHIAN	266.	CITY OF TYLER	328.	FORT BEND COUNTY
205.	CITY OF MINEOLA	267.	CITY OF UNIVERSAL CITY	329.	FORT BEND COUNTY ESD#2 & #7
206.	CITY OF MINERAL WELLS	268.	CITY OF UNIVERSITY PARK	330.	FORT WORTH HOUSING AUTHORITY
207.	CITY OF MORGAN'S POINT RESORT	269.	CITY OF VAN ALSTYNE	331.	FORT WORTH ISD
208.	CITY OF MURPHY	270.	CITY OF VENUS	332.	FORT WORTH TRANSP AUTHORITY
209.	CITY OF NACOGDOCHES	271.	CITY OF VERNON	333.	FRANKLIN COUNTY
210.	CITY OF NEDERLAND	272.	CITY OF WACO	334.	FREESTONE COUNTY
211.	CITY OF NEW BRAUNFELS	273.	CITY OF WATAUGA	335.	FRISCO ISD
212.	CITY OF NORTH RICHLAND HILLS	274.	CITY OF WAXAHACHIE	336.	GLASSCOCK COUNTY
213.	CITY OF ODESSA	275.	CITY OF WEATHERFORD	337.	GOLIAD COUNTY
214.	CITY OF OVILLA	276.	CITY OF WESTWORTH VILLAGE	338.	GONZALES COUNTY
215.	CITY OF PALESTINE	277.	CITY OF WHITE SETTLEMENT	339.	GRAND PRAIRIE ISD
216.	CITY OF PARKER	278.	CITY OF WHITESBORO	340.	GRANDVIEW POLICE DEPT.
217.	CITY OF PASADENA	279.	CITY OF WHITEWRIGHT	341.	GRAPEVINE\COLLEYVILLE ISD
218.	CITY OF PELICAN BAY	280.	CITY OF WILLS POINT	342.	GRAYSON COLLEGE
219.	CITY OF PERRYTON	281.	CITY OF WILMER	343.	GRAYSON COUNTY
220.	CITY OF PHARR	282.	CITY OF WINNSBORO	344.	GREENVILLE ISD
221.	CITY OF PLANO	283.	CITY OF WYLIE	345.	GREGG COUNTY
222.	CITY OF PORT ISABEL	284.	CLAY COUNTY	346.	GRIMES COUNTY
223.	CITY OF POTEET	285.	CLEAR CREEK ISD	347.	GUADALUPE COUNTY
224.	CITY OF POTTSBORO	286.	CLEBURNE ISD	348.	HARDIN COUNTY
225.	CITY OF PRINCETON	287.	COCHRAN COUNTY	349.	HARRIS-FORT BEND EMG SVCS DIST #100
226.	CITY OF QUINLAN	288.	COLLIN COUNTY	350.	HARRIS COUNTY
227.	CITY OF RALLS	289.	COLLIN COUNTY COMM COLL DIST.	351.	HARRIS CTY EMG SVCS DIST. #7 ETC
228.	CITY OF RED OAK	290.	COLORADO COUNTY	352.	HARRISON COUNTY
229.	CITY OF RHOME	291.	COMAL COUNTY	353.	Hawkins ISD
230.	CITY OF RICHARDSON	292.	COMMUNITY HEALTHCORE	354.	Hays County
231.	CITY OF RICHLAND HILLS	293.	COOKE COUNTY	355.	HEART OF TX REG MHMR CENTER
232.	CITY OF RIO GRANDE CITY	294.	COPPELL ISD	356.	HENDERSON COUNTY
233.	CITY OF RIVER OAKS	295.	CORYELL COUNTY	357.	HEREFORD ISD
234.	CITY OF ROANOKE	296. 207	COTTONDALE VOL FIRE DEPT	358.	HIGHLAND PARK ISD
235. 236.	CITY OF ROBINSON	297. 298.	CROWLEY ISD	359. 360.	HILL COUNTY
	CITY OF ROCKWALL		DALLAS COUNTY		HOOD COUNTY
237. 238.	CITY OF ROUND ROCK CITY OF ROWLETT	299. 300.	DALLAS CNTY UTIL & RECLAM. DIST.	361. 362.	HOPKINS COUNTY
230. 239.	CITY OF ROWLETT  CITY OF ROYSE CITY	300. 301.	DFW Int'L AIRPORT BOARD DALLAS ISD	363.	Housing Auth of City of Austin Humble ISD
239. 240.	CITY OF ROYSE CITY  CITY OF RUNAWAY BAY	301.	DAWSON COUNTY	364.	HUNT COUNTY
240. 241.	CITY OF RUNAWAY BAY	303.	DECATUR ISD	365.	HURST EULESS BEDFORD ISD
242.	CITY OF ROSK  CITY OF SACHSE	304.	DENISON ISD	366.	Hutchinson County
243.	CITY OF SAGINAW	305.	DENTON COUNTY	367.	IDEA PUBLIC SCHOOLS
2 <del>4</del> 3. 244.	CITY OF SAGINAW  CITY OF SAN ANGELO	306.	DENTON COUNTY DENTON CNTY FWS DIST. # 1-A & #10	368.	IRVING ISD
245.	CITY OF SAN ANGELO  CITY OF SAN BENITO	307.	DENTON ISD	369.	JACK COUNTY
246.	CITY OF SAN MARCOS	308.	DESOTO ISD	370.	JASPER COUNTY
2 <del>4</del> 0. 247.	CITY OF SAN MARCOS  CITY OF SANGER	309.	DIANA SPECIAL UTILITY DISTRICT	371.	JEFFERSON COUNTY
248.	CITY OF SANGER  CITY OF SANSOM PARK	310.	DUNCANVILLE ISD	372.	JEFFERSON COUNTY JEFFERSON CNTY DRIN. DIST. #7
2 <del>4</del> 0. 249.	CITY OF SANSOM FARK	311.	DUVAL COUNTY	373.	JIM WELLS COUNTY
2 <del>5</del> 0.	CITY OF SEABOOK  CITY OF SEAGOVILLE	312.	EAGLE MOUNTAIN-SAGINAW ISD	374.	JOHNSON COUNTY
251.	CITY OF SHERMAN	313.	EAST TEXAS COUNCIL OF GOVS.	375.	JOHNSON COUNTY SUD
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#### **Entities Currently Participating in Cooperative Purchasing Program with Tarrant County**

376.	Joshua ISD	438.	DARKER COUNTY	500.	Town of Apover
376. 377.	KARNES COUNTY	436. 439.	PARKER COUNTY PARKER CNTY EMG SERV DISTRICT 1	500. 501.	Town of Argyle Town of Bartonville
377. 378.	KAUFMAN COUNTY	440.	PARMER COUNTY	501. 502.	TOWN OF BARTONVILLE TOWN OF DOUBLE OAK
370. 379.	KAUFMAN ISD	441.	PASADENA ISD	502. 503.	TOWN OF BOOBLE OAK TOWN OF EDGECLIFF VILLAGE
380.	KELLER ISD	441. 442.	PLANO ISD	504.	TOWN OF EDGECLIFF VILLAGE TOWN OF FAIRVIEW
381.	KENNEDALE ISD	443.	POTTER COUNTY	50 <del>4</del> .	Town of Flower Mound
382.	KERENS ISD	444.	PUBLIC TRANSIT SVC OF MIN.WELLS	506.	Town of Hickory Creek
383.	KINNEY COUNTY	445.	QUINLAN ISD	507.	Town of Highland Park
384.	KRUM ISD	446.	RAINS COUNTY ESD #1	507. 508.	Town of Lightand Fark Town of Lakeside
385.	LAKE DALLAS ISD	447.	RANCHO VIEJO POLICE DEPT.	509.	Town of Little Elm
386.	LAKE WORTH ISD	448.	RANDALL COUNTY	510.	Town of Northlake
387.	LAMAR COUNTY	449.	RED OAK ISD	511.	Town of Pantego
388.	LAMB COUNTY	450.	RED RIVER COUNTY	512.	Town of Pecos City
389.	LAMPASAS COUNTY	451.	REFUGIO COUNTY	513.	Town of Ponder
390.	LAVON POLICE DEPARTMENT	452.	REG 9 ED SVCE CENTER OF WICHITA	514.	Town of Prosper
391.	LEON COUNTY	453.	REGION 11 EDU SERVICE CENTER	515.	Town of Providence Village
392.	LEONARD ISD	454.	RICHARDSON ISD	516.	Town of Sunnyvale
393.	LEWISVILLE ISD	455.	ROBERTSON COUNTY	517.	Town of Trophy Club
394.	LIBERTY COUNTY	456.	ROCKWALL COUNTY	518.	TOWN OF WESTLAKE
395.	LIMESTONE COUNTY	457.	ROUND ROCK ISD	519.	Town of Westover Hills
396.	LITTLE ELM ISD	458.	SAM RAYBURN ISD	520.	Travis County
397.	LOVEJOY ISD	459.	SAN JACINTO COM COLL DIST.	521.	TRAVIS CNTY EMG SVCS DIST No.6
398.	LOWRY CROSSING VOL FIRE DEPT.	460.	SAN PATRICIO COUNTY	522.	TRAVIS CNTY HEALTHCARE DISTRICT
399.	LUBBOCK COUNTY	461.	SCHLEICHER COUNTY	523.	TRINITY RIVER AUTHORITY
400.	Mansfield ISD	462.	SEABROOK VOL FIRE DEPT.	524.	Tyler Junior College
401.	MAVERICK COUNTY	463.	SR. CYR RES &PUBLICHUNT CNTY	525.	U.S. MARSHALS SERVICE
402.	McKinney ISD	464.	SEVEN POINTS FIRE RESCUE	526.	UNIVERSITY OF NORTH TEXAS
403.	McLennan County	465.	SHERMAN ISD	527.	UNIV OF N. TX HEALTH SCIENCE CTR
404.	McLennan Comm. College	466.	SMITH COUNTY	528.	UNIVERSITY OF TEXAS AT ARLINGTON
405.	MARILEE SPECIAL UTILITY DIST.	467.	SPRINGTOWN ISD	529.	University of Texas at Dallas
406.	MEDINA VALLEY ISD	468.	SOUTH MONTGOMERY FIRE DEPT	530.	UNIV OF TX MD AND. CANCER CTR
407.	MHMR OF TARRANT COUNTY	469.	South Texas College	531.	UPPER TRINITY REG WATER DIST.
408.	MIDLAND COUNTY	470.	SPAN, Inc.	532.	UPSHUR COUNTY
409.	MIDLAND ISD	471.	STARR COUNTY	533.	UPTON COUNTY
410.	MIDWAY ISD	472.	STEPHENS COUNTY	534.	VAL VERDE COUNTY
411.	MILAM COUNTY	473.	STERLING COUNTY	535.	Van Alstyne ISD
412.	MILLS COUNTY	474.	STONEWALL COUNTY	536.	Van Zandt County
413.	MITCHELL COUNTY	475.	TARLETON STATE UNIVERSITY	537.	VERNON ISD
414.	Monahans Wickett Pyote ISD	476.	TARRANT APPRAISAL DISTRICT	538.	VICTORIA COUNTY
415.	MONTGOMERY COUNTY	477.	TARRANT CNTY 9-1-1 EMG ASS DIST	539.	Waco ISD
416.	MONTGOMERY CNTY ESC 10	478.	TARRANT COUNTY COLLEGE DIST.	540.	WALKER COUNTY
417.	MONTGOMERY CNTY HOSP DIST.	479.	TARRANT CTY EMG SVCS DISTRICT 1	541.	WALLER COUNTY
418.	MOUNT PLEASANT POLICE DEPT.	480.	TARRANT COUNTY HOSP DIST	542.	WARD COUNTY
419.	MOUNT VERNON POLICE DEPT.	481.	TARRANT CTY WORKFORCE DEV BD	543.	WAXAHACHIE ISD
420.	NACOGDOCHES COUNTY	482.	TARRANT REGIONAL WATER DIST	544.	WEATHERFORD COLLEGE
421.	Navarro County	483.	TAYLOR COUNTY	545.	WEATHERFORD ISD
422.	NEVADA VOL. FIRE DEPT.	484.	TEMPLE COLLEGE	546.	WEBB CONSOLIDATED ISD
423.	New Caney ISD	485.	TERRELL ISD	547.	WEST TEXAS A&M UNIVERSITY
424.	NOLAN COUNTY	486.	TEXARKANA ISD	548.	WESTMINSTER FIRE DEPT.
425.	NORMANGEE ISD	487. 480	TEXAS A&M UNIV AT COMMERCE	549.	WESTON VOLUNTEER FIRE DEPT
426.	NORTH CENTRAL TX CNCL OF GOVS	488. 480	TEXAS A&M UNIVERSITY-KINGSVILLE	550.	WHITE SETTLEMENT ISD
427.	NORTH TX MUNICIPAL WATER DIST	489. 400	TEXAS A& M UNIVTEXARKANA	551.	WILLIAMSON COUNTY
428. 429.	NORTH TEXAS TOLLWAY AUTH	490. 491.	TEXAS PERT, OF BARKAMURIUE	552. 553.	WILLIAMSON CNTY EMG SVCS DIST #3
429. 430.	NORTHWEST ISD	491. 492.	TEXAS DEPT. OF PARK/WILDLIFE TEXAS DEPT. OF PUBLIC SAFETY	553. 554.	WILSON COUNTY WINITED COUNTY
430. 431.	NUECES COUNTY	492. 493.		554. 555.	WINKLER COUNTY WINNSBORO HOUSING AUTHORITY
431. 432.	OCHILTREE COUNTY OLTON POLICE DEPARTMENT	493. 494.	Tx Tech Univ Health Sci Ctr El Paso Texas Woman's University	556.	WINNSBORO HOUSING AUTHORITY WINNSBORO ISD
432. 433.		494. 495.	TEXAS WOMAN'S UNIVERSITY THE WOODLANDS TOWNSHIP	550. 557.	WINNSBORO ISD WISE COUNTY
433. 434.	ORANGE COUNTY ORANGE CNTY DRAINAGE DIST	495. 496.	TITUS COUNTY	557. 558.	WOOD COUNTY
434. 435.	PALO PINTO COUNTY	490. 497.	TML MULTISTI. INTERGOV	559.	YMCA OF METROPOLITAN DALLAS
435. 436.	PANOLA COUNTY	498.	Tom Green County	560.	YOUNG COUNTY
437.	PARADISE ISD	499.	Town of Addison	561.	ZAPATA COUNTY
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#### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

#### 5. MINIMUM INSURANCE REQUIREMENTS:

- A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and <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) 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 subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

#### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

#### 6. CRIMINAL BACKGROUND CHECK:

- A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a 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 the 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 the termination of the contract.
  - 4. The Criminal Background Check applies to the individual and not the Company.
  - 5. Passing status must be maintained by Vendor personnel for duration of the contract.

#### 7. 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.

#### 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 data centers which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

**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 Tarrant County's check of vendor references
- 8. Vendor's staff size and experience

**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 the Vendor is bidding item specified. The Vendor will not be allowed to make unauthorized substitutions after award.

#### **SPECIFICATIONS**

#### I. INTRODUCTION:

- A. Tarrant County is seeking vendors to bid on an annual contract agreement for providing garage power washing at four (4) Tarrant County garage locations.
- B. Services are requested on an as-needed basis.
- C. Clean Parking Garages via Eco-Friendly Power Wash. Vendor is to perform Power Washing services in four (4) Tarrant County Garages.

#### II. TERM OF CONTRACT:

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

#### III. TECHNICAL SPECIFICATIONS:

#### A. LABOR

Vendors performing work with garage power washing shall upon request, furnish all supervision, labor, materials, services, and equipment required to complete requested work at requested garage locations.

#### 1. Garage Floor Eco-Friendly Power Wash

- a. Spread eco-friendly degreaser across stains.
- b. Skid mount power washers to be used during process which produces 230 degree water at 5000psi, 5.5gpm during entire process.
- c. Surface clean all drives, parking spaces and all other floor surfaces on garage floor.
- d. Remove all bird droppings, dirt, etc., buildup of any kind.
- e. Contain, collect, remove, filter and dispose of all water used during process.

#### 2. Garage Eco-Friendly Power Wash

- a. Skid mount power washers are to be used during process which produces 230 degree water at 5000psi, 5.5gpm during entire process.
- b. Power wash all parking surfaces, stairwells, railings, landing steps, doorways, storm water pipes, and fire sprinkler pipes.
- c. This contract does not include exterior envelope of the garages. It does include washing down sidewalks from residue or power washing the garages.
- d. Remove all bird droppings, dirt, etc., buildup of any kind.
- e. Contain, collect, remove, filter and dispose of all water used during process.
- 3. Power Washing Service is to include the following services at a minimum:
  - a. Initial cleaning to remove loose dirt/leaves/trash/debris.
  - b. Pretreatments of area with concrete cleaner.
  - c. Hot rinse of parking area stairwells/railings/landings/steps/doorways.
- 4. Vendor is to provide all labor, supervision, material, any/all equipment and supplies required, and insurance for scope of work as defined.
- Vendor is to collect, recycle, and discard waste water in accordance with Federal, State, and Local Laws.
- 6. Vendor is to implement traffic controls for their equipment and personnel in accordance with Federal, State, and Local Laws.
- 7. Vendor is responsible for all clean-up of the serviced site. Tarrant County dumpsters are not to be used for vendor trash disposal.
- 8. It is understood and agreed that the Vendor has, by careful examination, familiarized and satisfied their personnel to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract.
- 9. Vendors are to supply a copy of the Material Safety Data Sheet (MSDS) for all chemicals routinely used for the completion of services requested in the Bid. Tarrant County reserves the right to disallow the use of any chemicals in the completion of services under this Bid.
- 10. Vendor is to apply products within product specifications determined by the product manufacturer.

- 11. Vendor shall be responsible for replacing, at no cost to Tarrant County, all damages caused by the vendor's personnel during the completion of services under this Bid. The vendor's personnel include any personnel subcontracted by the vendor for the completion of services under this Bid.
- 12. Vendor must schedule service dates with appointed Tarrant County Facilities personnel. Vendor must not complete work without prior approval to proceed from Tarrant County Facilities Management, (e.g., Building Manager of Garages). Changes in schedule for any reason (including inclement weather) must be approved by Tarrant County Facilities Management.
- 13. Vendors shall list date of services completed and areas power washed on the Inspection Reports.
- 14. Vendor shall contact the appropriate Tarrant County Facilities personnel to sign-in before work begins, and sign-out when work is completed.
- 15. Tarrant County reserves the right to add or delete locations/services as needed. Tarrant County will request a written quotation from the vendor for additional locations/services. Vendor shall submit, in writing, a fair and reasonable price for a service call for the new locations/services based on current bid prices contained in this Bid. If it is determined the Bid is excessive, Tarrant County reserves the right to request quotations from additional sources.
- 16. Power wash service locations to be completed on a Saturday or Sunday. Tarrant County reserves the right to add additional locations, as needed. The Plaza Garage is used by the Confinement staff and is typically utilized 24/7. The 350 Garage and Taylor Garage are typically empty by 6:00 p.m., nightly and can be shut down shortly thereafter. The Calhoun Garage is used by both the public and employees with the majority of vehicles cleared out by around 6:00 p.m., nightly. As stated, all scheduling must be coordinated to allow for ample time to inform employees the garage(s) will be closed for cleaning and to make arrangements accordingly.
- 17. Graffiti abatement is <u>not</u> included in these specifications.
- 18. There is no guarantee of the quantity or specific location of services. Service requests will be on an as-needed basis only.
- 19. The price you submit on the Price Form will be for one (1) cleaning only. It is estimated two (2) cleanings will be performed, per year, but no guarantee. Example: submitted price is \$10,000.00 per cleaning. That same rate will be used for the second cleaning later that year. If a third cleaning is requested, the same rate will apply.
- 20. Bidders are to include all logistic cots, i.e., labor, fuel, delivery, tariff, parking, etc. when submitting total pricing, on the Price Form, page 41.

21. Tarrant County Parking Garages are listed on page 25. There is no guarantee of the quantity or specific location of services. Service requests will be on an as-needed basis only.

#### IV. VENDOR REQUIREMENTS:

- A. Vendors are to include the number of years they have been in the power washing industry on the Price Form page.
- B. Vendor must schedule service dates with appointed Tarrant County Facilities Management personnel. Vendor must not complete work without prior approval to proceed from Tarrant County Facilities. Changes in schedule for any reason (including inclement weather) must be approved by Tarrant County Facilities Management.
- C. Vendor must maintain a staff adequate enough to complete required service calls. Vendor must have staff sufficient to complete all required services within a single visit to the required location.
- D. Vendor must adhere to the response times. Repeated no shows and/or delays of scheduled work to be completed may result in termination of the contract.
- E. There are instances where Tarrant County may ask for an estimate prior to work being done. When estimates are provided, the estimate must show the cost of items before and after the discount. The quotation must include the number of technicians required to complete the service and required equipment. Estimates are to be provided at no cost to Tarrant County. Once work is completed, invoicing should be per contracted pricing. The Bid Number RFB 2023-053 must appear on all estimates, invoices, etc.
- F. Vendors shall be solely responsible for their own parking when completing services. The County does offer limited vendor parking, which is available on a first come, first serve basis, and will be identified to the successful vendor. Tarrant County will not pay or reimburse for parking expenses.
- G. Vendors are to include all labor, fuel, delivery, travel, and service call costs when providing pricing for services.

#### V. SUB-CONTRACTING:

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

#### VI. PERMITS

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

#### VII. RIGHT TO SOLICIT BIDS

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

#### VIII. CONTRACTOR STAFF REQUIREMENTS

- A. Awarded contractors must maintain an adequate number of staff to complete required service calls.
- B. Awarded contractors must provide technicians that are trained to complete requested services for power washing.

#### IX. WORKMEN'S SAFETY:

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

#### X. RISK:

A. The work under this contract in every respect must be at the risk of the Bidder until finished and accepted.

#### XI. INVOICING:

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

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

Garage Address	Calhoun Parking Garage 101 Calhoun Ft. Worth, TX 76196	Plaza Parking Garage 601 W. Weatherford Ft. Worth, TX 76196	Taylor Parking Garage 213 N. Houston Ft. Worth, TX 76196	350 Parking Garage 300 N. Taylor Ft. Worth, TX 76196
Square Footage	271,454	219,461	274,369	114,475
Number of Elevator Stops	Six (6)	Eight (8)	Six (6)	Five (5)
Roof Parking	Yes	Yes	Yes	Yes
Number of Segregated Parking Areas in Basement	One (1)	One (1)	Two (2)	
Approx. Number of Parking Spaces	750 spaces	782 spaces	782 spaces	336 spaces



#### 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.
  - 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.
  - Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Tarrant County Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

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

#### IV. ADMINISTRATIVE GUIDELINES

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

#### 510 Historically Underutilized Businesses Policy

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

#### 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 Price Forms, and further explanation of bidding procedures to those DBEs who request it.

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

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

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

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

OR

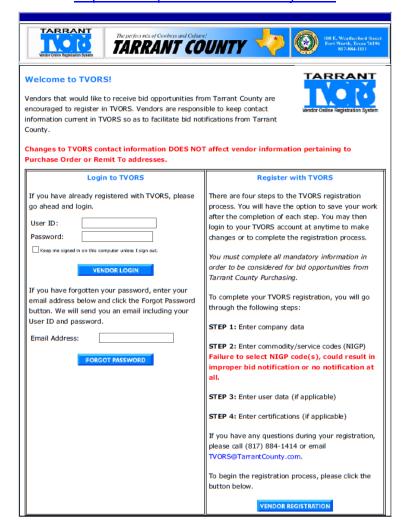
COMPANY NAME:		
REPRESENTATIVE:		
ADDRESS:		
CITY, STATE, ZIP:		
TELEPHONE NO	FAX NO	
Indicate all that apply:	Minority-Owned Business Enterprise Women-Owned Business Enterprise Disadvantaged Business Enterprise	

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 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:	
ADDRESS:	
SCOPE OF WORK:	
CONTRACT PERIOD:	

REFERENCES MUST BE RETURNED WITH BID!

#### **REFERENCES**

	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 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
	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
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 87<sup>th</sup> 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 87<sup>th</sup> 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 87<sup>th</sup> 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.

	ereby 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.
Sign	atureX

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

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

# **NO-BID RESPONSE**

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

	Could not meet specifications.						
	Items or materials requested not manufactured by us or not available to our company.						
	Insurance requirements too restricting.						
	Bond requirements too restricting.						
	The scope of services not clearly understood or applicable (too vague, too rigid, etc.)						
	The project not suited to our organization.						
	Quantities too small.						
	Insufficient time allowed for preparation of bid/proposal.						
	Other (please specify).						
., .	N.						
	or Name:						
Conta	ct Person:						
Telep	hone:						
Email	<u> </u>						
Pleas	e send your response to: Tarrant County Purchasing Department						

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

#### **Proposed Subcontractors**

Provide an overview of subcontractors proposed for the Project, if any. Proposer must provide further description of each subcontractor on the following sheet and must include Subcontractor Information for each proposed subcontractor.

(List in descending order [largest to smallest] of scope of services provided to project).

Subcontractor Name	Team Size	Role	Responsibilities

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

#### **PRICE FORM**

1.	Calhoun Parking Garage 101 Calhoun Street Fort Worth, TX 76196 Square footage: 271,454		\$	per cleaning		
2.	Plaza Parking Garage 601 West Weatherford Street Fort Worth, TX 76196 Square footage: 219,461		\$	per cleaning		
3.	Taylor Parking Garage 213 North Houston Street Fort Worth, TX 76196 Square footage: 274,369		\$	per cleaning		
4.	350 Parking Garage 300 North Taylor Street Fort Worth, TX 76196 Square footage: 114,475		\$	per cleaning		
GRAND TOTAL: \$						
Numb	er of years in the Power Cleaning bu	usiness:				
List Ma	ist Maximum Response time for Emergency Call:					

Vendor shall not charge Tarrant County a separate "Trip Charge" or "Truck Charge" on any project performed under this Annual Contract. Vendor's time shall not start until vendor has arrived onsite to start the project.

# NO MINIMUM CHARGES PER TRIP NO ADDITIONAL CHARGES WILL BE ACCEPTED ANY BLANK OR "NO BID" ENTRY WILL RENDER BID NON-RESPONSIVE

THE ORIGINAL AND ONE (1) COPY OF THE FORM SHOULD BE RETURNED WITH BID
PAGE 41 OF RFB NO. 2023-053

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

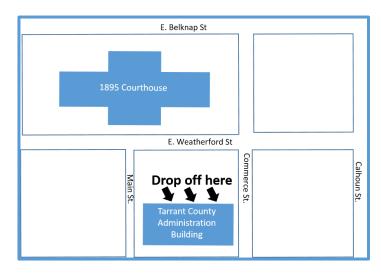
# TARRANT COUNTY SEALED BID/PROPOSAL/RESPONSE

RFB No. 2023-053

ANNUAL CONTRACT FOR GARAGE POWER WASHING

Due Date: JANUARY 5, 2023 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

