



Company Name:

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**TARRANT COUNTY**  
PURCHASING DEPARTMENT

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

*CHRIS LAX, CPSM, CPSD, CPCP*  
ASSISTANT PURCHASING AGENT

**VOLUME 1 – BIDDING DOCUMENTS**

**RFB NO. 2023-058**

**PROJECT MANUAL  
FOR  
ELECTIONS MERCANTILE LEASE SPACE  
FURNITURE**

**3333 Quorum Drive, Suite 280  
Fort Worth, TX 76137**

**BIDS DUE JANUARY 26, 2023  
2:00 P.M. CST**

*Technical Specifications Prepared by*

Hahnfeld Hoffer Stanford  
200 Bailey Avenue, Suite 200  
Fort Worth, TX 76107

**RFB NO. 2023-058**

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ELECTIONS MERCANTILE LEASE SPACE FURNITURE

**PRE-BID CONFERENCE**

All Respondents are encouraged to attend the Pre-Bid Conference.

**A Pre-Bid GoToMeeting Video Conference will be held:**

**THURSDAY, JANUARY 12, 2023 AT 10:00 A.M. CST**

**RSVP:** Vendors planning to attend the Pre-Bid GoToMeeting Video Conference must RSVP to James Bocks, CPPB, Senior Contracts Administrator, via fax 817-884-2629 or, if unable to fax, email to [BidQuestions-RSVP@tarrantcounty.com](mailto:BidQuestions-RSVP@tarrantcounty.com) by 5:00 p.m. CST, Wednesday, January 11, 2023. Confirmed receipt by Tarrant County of this email is required.

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

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

**Questions from 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.**

## ELECTIONS MERCANTILE LEASE SPACE FURNITURE

Tarrant County is requesting bids for the **ELECTIONS MERCANTILE LEASE SPACE FURNITURE** for **ELECTIONS ADMINISTRATION**. 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 JANUARY 26, 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 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:**

## ELECTIONS MERCANTILE LEASE SPACE FURNITURE

**JAMES BOCKS, CPPB, SENIOR CONTRACTS ADMINISTRATOR**

**Fax: 817-884-2629**

**Email: [BidQuestions-RSVP@tarrantcounty.com](mailto:BidQuestions-RSVP@tarrantcounty.com)**

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

The deadline for receipt of all questions is 12:00 p.m., CST, Friday, January 13, 2023. 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 James Bocks, CPPB, Senior Contracts Administrator, via fax at **817-884-2629** or, if unable to fax, emailed to [BidQuestions-RSVP@tarrantcounty.com](mailto: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.

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

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

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

## ELECTIONS MERCANTILE LEASE SPACE FURNITURE

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

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

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

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

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

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

**CONFIDENTIALITY:** Any material that is to be considered confidential must be clearly marked as such and shall be treated as confidential to the extent allowable under Section 552.136, Texas Government Code. Notice will be sent to you pursuant to Section 552.305 of the Texas Government Code should Tarrant County receive an open records request to inspect your bid. This notice will allow you to assert any objections to the release of confidential information in response to an open records request. It is your responsibility to assert any objections to the release of your bid in response to an open records request. Tarrant County cannot argue on your behalf that the information contained in your bid is exempt from public release. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "**CONFIDENTIAL INFORMATION.**" Note: **PRICING INFORMATION IS NOT CONSIDERED CONFIDENTIAL AND IF MARKED AS SUCH, WILL RESULT IN REJECTION OF YOUR BID.**

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

## ELECTIONS MERCANTILE LEASE SPACE FURNITURE

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.

## ELECTIONS MERCANTILE LEASE SPACE FURNITURE

**Prices** shall include all charges for freight, inside delivery and installation. Successful bidder(s) shall uncrate, fully assemble each unit, and remove all cartons, packing material, etc. from Tarrant County property. Delivery shall be F.O.B. to:

**Mercantile Business Park  
3333 Quorum Drive, Suite 280  
Fort Worth, TX 76137**

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.

All deliveries of furniture must be made to the Mercantile Building between the hours of 8:00 a.m. and 5:00 p.m., unless previous arrangements are made with a representative of Tarrant County Facilities Management. The Mercantile Building is a one (1) story building with a loading dock.

It will be the responsibility of the vendor delivering the furniture to protect the floor and the walls. Vendor will be responsible for all building damage incurred during installation.

The vendor will be responsible for all unpacking of furniture, off-site disposal of packing material, and placement and assembly of all furniture as shown on the furniture plans included in the RFB document and as modified by post bid Addenda, if any.

Delivery date and installation is important to the County and may be 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 the County at the specified delivery location. The delivery date indicates a guaranteed delivery to Tarrant County, Texas. **Failure of the bidder to meet guaranteed delivery dates or service performance could affect future County orders.**

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

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

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



## ELECTIONS MERCANTILE LEASE SPACE FURNITURE

### BOND REQUIREMENTS

#### **Bid Bond**

THERE IS "NO BID BOND" REQUIRED ON THIS PROJECT!!!

#### **Power of Attorney**

Attorney-in-fact who signs bids or contract bonds must file with each bond a certified and current copy of the power of attorney.

#### **Payment Bond and Performance Bond shall be as follows:**

For a contract in excess of \$25,000, a Payment Bond shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project.

For a contract in excess of \$100,000, a Performance Bond shall be executed in the amount of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of Tarrant County.

The cost for Bond premiums must be included in the Bid Price.

*Note: Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas.*

## ELECTIONS MERCANTILE LEASE SPACE FURNITURE

### 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.
  - 5) Vendor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
  - 6) If applicable, the Vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

## ELECTIONS MERCANTILE LEASE SPACE FURNITURE

### 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.
1. 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.
  3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in termination of the contract.
  4. The Criminal Background Check applies to the individual and not the Company.
  5. Passing status must be maintained by Vendor personnel for duration of the contract.

#### 3. **INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:**

- A. The following is only applicable when Vendor is providing Information Technology hosted or cloud solution:
1. **Confidentiality, Integrity, Availability (CIA)**  
Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.
  2. **Breach Notification**  
Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.
  3. **Data**  
All Tarrant County data will remain in the 48 contiguous United States at all times.

## ELECTIONS MERCANTILE LEASE SPACE FURNITURE

### 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.).

# ELECTIONS MERCANTILE LEASE SPACE FURNITURE

## 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:

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

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

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

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

## ELECTIONS MERCANTILE LEASE SPACE FURNITURE

### 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;

**ELECTIONS MERCANTILE LEASE SPACE FURNITURE**

**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.

## ELECTIONS MERCANTILE LEASE SPACE FURNITURE

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

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

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

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



# ELECTIONS MERCANTILE LEASE SPACE FURNITURE

## TECHNICAL SPECIFICATIONS

Tarrant County is requesting sealed bids for **ELECTIONS MERCANTILE LEASE SPACE FURNITURE** that meets or exceeds the following specifications:

### I. BACKGROUND

- A. Tarrant County is seeking bid responses from vendors to provide, deliver, and install furniture and related items for Tarrant County's Elections Mercantile lease space.
- B. Products have been grouped into sections of related products. Tarrant County will award this by section to the lowest priced vendor response that meets all specifications.

### II. GENERAL REQUIREMENTS

- A. Bidders must provide pricing for new products only. Used and remanufactured items are not acceptable.
- B. Bidders must include all additional costs for services in unit pricing on the provided price form. Additional costs include, but is not limited to, labor, travel, delivery, freight, transport, design, handling, re-packaging, assembly, placement, and installation.
- C. Bidders must include all additional costs for parts in unit pricing on the provided price form. Additional costs include costs associated with any parts needed for a product to be operational and in good working order and in compliance with all bid specifications and manufacturer recommendations.
- D. Quantities listed on Prices forms are estimates only. Tarrant County does not guarantee the purchase of any quantity of products. Actual quantities ordered may be increased or decreased at the sole discretion of Tarrant County.

### III. PRODUCT SUBSTITUTION REQUIREMENTS

- A. Bidders must offer pricing only for products that are listed in designer/architect drawings and specifications unless a product substitution has been approved and published by Tarrant County.
- B. Bidders may request to have an alternate product approved by Tarrant County prior to submitting their bid. Substitution requests must be submitted in writing prior to the question deadline listed in this bid document.
- C. Bidders must include the following information in their product substitution requests at a minimum:
  - 1. Name and bid item number of product to be substituted
  - 2. Manufacturer and model number of the alternate product
  - 3. Manufacturer specification sheet of the alternate product

## ELECTIONS MERCANTILE LEASE SPACE FURNITURE

- D. Tarrant County reserves the right to request additional information from bidders with regard to their product substitution request.
- E. Tarrant County will publish a list of what product substitutions are approved prior to this request for bid's submission deadline.

### **IV. SUBCONTRACTING REQUIREMENTS**

- A. The intent of this contract is to award to vendor(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 sub-contractor to perform a portion of the work.
- B. Should sub-contracting be required, awarded vendor(s) must first obtain approval from Tarrant County in writing prior to any work being performed by a sub-contractor.
- C. Subcontractors must carry and maintain insurance coverages in accordance with those listed in this bid document.
- D. Bidders intending to use subcontractors must state their intent to do so by filling out the provided Sub-Contractor form provided in this bid document.

### **V. VENDOR/OWNER MEETING REQUIREMENTS**

- A. Awarded vendor(s) must schedule and attend a kick-off meeting with Tarrant County personnel in order to develop an installation schedule of requested products. The kick-off meeting must be scheduled within five (5) business days of contract award. Awarded vendor(s) must attend the kick-off meeting at no additional cost to Tarrant County.
- B. After the kick-off meeting, awarded vendor(s) must provide a written installation schedule to Tarrant County. Awarded vendor(s) must provide an installation schedule at no additional cost to Tarrant County.
- C. Awarded vendor(s) must attend status meetings scheduled by Tarrant County for status updates regarding the delivery and installation of requested products. Awarded vendor(s) must attend status meetings at no additional cost to Tarrant County.

### **VI. FINISH AND TEXTILE SAMPLE REQUIREMENTS**

- A. Awarded vendor(s) must provide samples of textiles and finishes TO Tarrant County for requested products. Awarded vendor(s) must provide samples at no additional cost to Tarrant County.
- B. Awarded vendor(s) must provide physical samples of textiles and finishes to Tarrant County.

## ELECTIONS MERCANTILE LEASE SPACE FURNITURE

- C. Awarded vendor(s) must provide samples with the following information included at a minimum:
  - 1. Tarrant County Bid Number
  - 2. Awarded Vendor contact information
  - 3. Sample Manufacturer
  - 4. Sample Model/Identification Number
  - 5. Bid Item Number(s) the Sample is Associated With

### **VII. ORDERING REQUIREMENTS**

- A. Tarrant County will provide awarded vendors a purchase order for actual quantities needed for all products.
- B. Awarded vendor(s) must confirm receipt of a Tarrant County purchase order no later than forty-eight (48) business hours after receipt of the purchase order.
- C. Tarrant County may have a need to purchase additional items listed under this agreement in excess of the listed estimated quantities. Awarded vendors must provide Tarrant County items listed in this bid at the same per unit price for a period of no longer than one (1) calendar year after award of this bid by Tarrant County's Commissioners Court.

### **VIII. STORAGE AND PROTECTION**

- A. Awarded vendor(s) are solely responsible for the provision and costs associated with storage of products prior to installation.
- B. Awarded vendor(s) are solely responsible for the provision and costs of any needed storage facilities for requested products prior to installation. Storage facilities must be in compliance with manufacturer recommendations for the product being stored.
- C. Store all products on delivery, in accordance with the manufacturer's instructions. Protect until installed.
- D. Storage accommodation is not the responsibility of the Owner. The contractor shall provide, if necessary, weatherproof, climate-controlled storage with ranges stated by manufacturer's instructions.
- E. Tarrant County requires up to a twenty-one (21) day grace period, when needed, for storage of furniture to avoid double handling fees.

### **IX. DELIVERY AND INSTALLATION REQUIREMENTS**

- A. Awarded vendor(s) are solely responsible for the delivery of requested products to Tarrant County.
- B. Awarded vendor(s) must field verify the conditions of the delivery/installation site prior to the delivery/installation date in order to properly prepare to provide delivery/installation services.

## ELECTIONS MERCANTILE LEASE SPACE FURNITURE

- C. Awarded vendor(s) must schedule the delivery/installation date with Tarrant County prior to delivery/installation service begin. Tarrant County reserves the right to approve or deny an awarded vendor(s) proposed schedule.
- D. Awarded vendor(s) are solely responsible for the provision of management, labor, equipment, and supplies in order to complete delivery/install services.
- E. Awarded vendor(s) must notify Tarrant County of any delays in delivery/installation scheduling within twenty-four (24) business hours after the awarded vendor(s) are aware of the delay.
- F. Awarded vendors(s) must deliver requested product inside the delivery/installation site. Dock only delivery is not acceptable.
- G. Awarded vendor(s) must take all necessary precautions to protect the delivery/installation site during the completion of services. Precautions include, but is not limited to, the provision and use of floor surface protection materials and wall surface protection materials.
- H. Awarded vendor(s) must unbox/unpack, fully assemble and set in place all requested products in compliance with provided designer/architect layout plans. Awarded vendor(s) must not deviate from provided layout plans without approval from Tarrant County in writing.
- I. Awarded vendor(s) must clean the delivery/installation site after the completion of delivery/installation services. Cleaning services include, but is not limited to, product surface dust/dirt removal, product surface tape/adhesive removal, product surface polishing, application of oil to the product, floor surface dust/dirt removal, floor surface debris removal, and packaging material disposal. Awarded vendor(s) must clean products in compliance with product manufacturer recommendations.
- J. Awarded vendor(s) are solely responsible for any damages that arise from their performance, and the performance of their employees or sub-contractors, of delivery/installation services. In the vent the awarded vendor(s) is found to have caused damage to the delivery/installation site, awarded vendor(s) are solely responsible for the restoration of the delivery/installation site to its original condition.

### **X. CLOSEOUT PROCEDURES REQUIREMENTS**

- A. Awarded vendor(s) must notify Tarrant County immediately after delivery/installation services are completed by the awarded vendor(s).
- B. After receiving notification of delivery/installation completion, Tarrant County will provide awarded vendor(s) with a punch-out list which will detail work items that the awarded vendor(s) has not yet completed. Awarded vendor(s) must complete all work items on punch-out lists provided by Tarrant County before payment is issued to the awarded vendor(s).
- C. Awarded vendor(s) must complete punch-out list work items at no additional cost to Tarrant County.

## ELECTIONS MERCANTILE LEASE SPACE FURNITURE

- D. If work items from a punch-out list are left unaddressed to the satisfaction of Tarrant County, or new uncompleted work items are discovered by Tarrant County, additional punch-out lists may be issued to awarded vendor(s) by Tarrant County.
- E. When punch-out work items are not completed to the satisfaction of Tarrant County, Tarrant County reserves the right to reduce payment to awarded vendor(s) in the amount need for an alternate service provide to complete them. Tarrant County is solely responsible for the selection of alternate service providers
- F. After all punch-out list work item are completed, awarded vendor(s) must provide and manufacturer documents, such as warranty documentation or user manuals, to Tarrant County. Manufacturer documents must be provided by awarded vendor(s) no later than five (5) business days after completion of all services.

### **XI. INVOICING REQUIREMENTS**

- A. Awarded vendor(s) must only invoice Tarrant County for quantities ordered via a purchased order, delivered and installed. Awarded vendor(s) must not invoice for any product that has not been ordered via a purchase order, delivered and installed.
- B. Tarrant County will not make any payment prior to the installation of requested items. Prior payments include, but is not limited to, deposit payments.

### **XII. WARRANTY OF SERVICES REQUIREMENTS**

- A. Notwithstanding inspection and acceptance by Tarrant County, awarded vendor(s) warrant that all services performed under this contract will conform to the requirements of the contract at the time of acceptance. Tarrant County shall give written notice of any nonconformance to the awarded vendor(s) stating that the awarded vendor(s) shall correct or re-perform the services or that Tarrant County does not require correction or re-performance.



## TARRANT COUNTY

### HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

#### I. POLICY STATEMENT

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

#### II. DEFINITIONS

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

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

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

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

### III. POLICY GUIDELINES

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

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
  2. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
  3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
  4. Continuing to provide bid notifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
  2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
  3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
  4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The 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.
  - 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)*

**ELECTIONS MERCANTILE LEASE SPACE FURNITURE**

**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in Tarrant County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with 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  
Austin, TX 78711-3047  
(512) 463-572

**OR**

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.**

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.**

# ELECTIONS MERCANTILE LEASE SPACE FURNITURE

## TVORS REGISTRATION

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

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

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

**TARRANT**  
Vendor Online Registration System

*The perfect mix of Cowboys and Culture!*  
**TARRANT COUNTY**

100 E. Weatherford Street  
Ft. Worth, Texas 76106  
817-204-1111

**TARRANT**  
Vendor Online Registration System

Welcome to TVORS!

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

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

**Login to TVORS**

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

User ID:

Password:

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

**VENDOR LOGIN**

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

Email Address:

**FORGOT PASSWORD**

**Register with TVORS**

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

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

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

**STEP 1:** Enter company data

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

**STEP 3:** Enter user data (if applicable)

**STEP 4:** Enter certifications (if applicable)

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

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

**VENDOR REGISTRATION**

After registering, be sure to email or fax all copies of your current HUB/MBE certificate(s) to [TVORS@Tarrantcounty.com](mailto: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.

**ELECTIONS MERCANTILE LEASE SPACE FURNITURE**

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

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

**REFERENCE ONE**

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

**REFERENCE TWO**

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

**REFERENCES MUST BE RETURNED WITH BID!**

**ELECTIONS MERCANTILE LEASE SPACE FURNITURE**

**REFERENCES**

**REFERENCE THREE**

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

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

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

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

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

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

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

**REFERENCES MUST BE RETURNED WITH BID!**

# SIGNATURE FORM

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

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

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

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

\_\_\_\_\_  
E-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!

**ELECTIONS MERCANTILE LEASE SPACE FURNITURE**

**COMPANY IS:**

Business included in a Corporate Income Tax Return? \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_ Corporation organized & existing under the laws of the State of \_\_\_\_\_

\_\_\_\_\_ Partnership consisting of \_\_\_\_\_

\_\_\_\_\_ Individual trading as \_\_\_\_\_

\_\_\_\_\_ Principal offices are in the city of \_\_\_\_\_

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

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

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

#### Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 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 87<sup>th</sup> 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.

Vendor Hereby Certifies (Mark Applicable Certification):

\_\_\_\_\_ Vendor is EXEMPT from Certification as set out above.

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

Signature \_\_\_\_\_ X

**THIS FORM MUST BE SIGNED.**

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

**ELECTIONS MERCANTILE LEASE SPACE FURNITURE**

**FORMS/DOCUMENTS CHECKLIST**

✓Check Indicates Completion	
	1. <b>References.</b> Vendor has provided references, <b>other than Tarrant County.</b> 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 not be considered for award.
	3. <b>Price Forms.</b> All sections of Price Forms have been completed.
	4. <b>Insurance Certificates (If required).</b> Bidders must submit all Insurance Certificates prior to commencement of work. If no insurance requirements specified, mark N/A.
	5. <b>Addenda.</b> When applicable, Bidder acknowledges receipt of all Addenda, including the signed Addend cover pages, and any revised Forms in their bid package.
	6. <b>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.</b> 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. Bidder has read, understands, and agrees to Tarrant County's Criminal Background Check requirements.
	8. <b>Accuracy for all mathematical and number entries is the sole responsibility of the Bidder.</b> Tarrant County will not be responsible for errors made by the Bidder.
	9. Bidder's company is registered on TVORS (Tarrant Vendor On-Line Registration System).
	10. Bidder has sealed and marked the envelope with the RFB Number, RFB Title, and due date.
	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).

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Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Please send your response to:

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

**ELECTIONS MERCANTILE LEASE SPACE FURNITURE**

**PRICE FORM**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
<b>SECTION 1: CASEGOODS AND SEATING</b>				
D1	DESK SHELL FOR TWO PEOPLE	\$ _____ X	6	= \$ _____
D2	DESK 'L' SHAPE WITH RETURN AND TWO PEDESTALS	\$ _____ X	10	= \$ _____
D3	DESK SINGLE PEDESTAL	\$ _____ X	4	= \$ _____
D4	DESK 'U' SHAPE WITH OVERHEAD/TWO PEDESTALS	\$ _____ X	4	= \$ _____
D5	DESK WITH SINGLE PED LOCKABLE (MEDIA)	\$ _____ X	2	= \$ _____
D6	DESK WITH SINGLE PED LOCKABLE (OFFICE)	\$ _____ X	2	= \$ _____
C1	TRAINING CHAIR NESTING	\$ _____ X	77	= \$ _____
C2	TASK CHAIR	\$ _____ X	66	= \$ _____
C3	SIDE CHAIR	\$ _____ X	4	= \$ _____
<b>BIDDERS MUST BID ALL ITEMS WITHIN A SECTION</b>				
<b>ALL DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVICE CALL COSTS TO BE INCLUDED IN UNIT PRICING</b>				

**ELECTIONS MERCANTILE LEASE SPACE FURNITURE**

**PRICE FORM**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
<b>SECTION 1: CASEGOODS AND SEATING</b>				
<b>C4</b>	BREAK ROOM CHAIR STACKING	\$ _____ X	13	= \$ _____
<b>C5</b>	BANQUETTE BENCH	\$ _____ X	9	= \$ _____
<b>SECTION TOTAL:</b>				<b>\$ _____</b>
Indicate Estimated Delivery Lead Times for Products in This Section: _____				
Indicate What Products are Offered by Your Firm in This Section: _____				
If bidding products that are specified in the Technical Specifications or Approved Alternates from a List Published by Tarrant County, write "As Specified"				
<b>BIDDERS MUST BID ALL ITEMS WITHIN A SECTION</b>				
<b>ALL DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVICE CALL COSTS TO BE INCLUDED IN UNIT PRICING</b>				

**ELECTIONS MERCANTILE LEASE SPACE FURNITURE**

**PRICE FORM**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
<b>SECTION 2: FILES AND CABINETS</b>				
F1	DESK SHELL FOR TWO PEOPLE	\$ _____ X	10	= \$ _____
F2	DESK 'L' SHAPE WITH RETURN AND TWO PEDESTALS	\$ _____ X	6	= \$ _____
F3	DESK SINGLE PEDESTAL	\$ _____ X	7	= \$ _____
<b>SECTION TOTAL:</b>				\$ _____
Indicate Estimated Delivery Lead Times for Products in This Section: _____				
Indicate What Products are Offered by Your Firm in This Section: _____				
If bidding products that are specified in the Technical Specifications or Approved Alternates from a List Published by Tarrant County, write "As Specified"				
<b>BIDDERS MUST BID ALL ITEMS WITHIN A SECTION</b>				
<b>ALL DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVICE CALL COSTS TO BE INCLUDED IN UNIT PRICING</b>				

**ELECTIONS MERCANTILE LEASE SPACE FURNITURE**

**PRICE FORM**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
<b>SECTION 3: TABLES</b>				
T1	TRAINING TABLE	\$ _____ X	28	= \$ _____
T2	CONFERENCE TABLE 48" DIA	\$ _____ X	1	= \$ _____
T3	BREAK ROOM TABLE, 48 X 24	\$ _____ X	6	= \$ _____
T4	BREAK ROOM TABLE, 30 X 30	\$ _____ X	1	= \$ _____
<b>SECTION TOTAL:</b>				<b>\$ _____</b>
Indicate Estimated Delivery Lead Times for Products in This Section: _____				
Indicate What Products are Offered by Your Firm in This Section: _____				
If bidding products that are specified in the Technical Specifications or Approved Alternates from a List Published by Tarrant County, write "As Specified"				
<b>BIDDERS MUST BID ALL ITEMS WITHIN A SECTION</b>				
<b>ALL DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVICE CALL COSTS TO BE INCLUDED IN UNIT PRICING</b>				



**ELECTIONS MERCANTILE LEASE SPACE FURNITURE**

**PRICE FORM**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
<b>SECTION 4: MISCELLANEOUS</b>				
<b>AC1</b>	LECTERN	\$ _____ X	2	= \$ _____
<b>AC2</b>	ANALOG CLOCK	\$ _____ X	4	= \$ _____
<b>AC3</b>	COAT HOOK	\$ _____ X	2	= \$ _____
<b>AC4</b>	COAT TREE	\$ _____ X	6	= \$ _____
<b>AC5</b>	MARKERBOARD	\$ _____ X	1	= \$ _____
<b>TR1</b>	TRASH AND RECYCLING RECEPTACLE	\$ _____ X	6	= \$ _____
<b>W1</b>	WASTE RECEPTACLE	\$ _____ X	23	= \$ _____
<b>W2</b>	PAPER RECYCLING RECEPTACLE	\$ _____ X	23	= \$ _____
<b>SECTION TOTAL:</b>				<b>\$ _____</b>
<b>BIDDERS MUST BID ALL ITEMS WITHIN A SECTION</b>				
<b>ALL DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVICE CALL COSTS TO BE INCLUDED IN UNIT PRICING</b>				

**ELECTIONS MERCANTILE LEASE SPACE FURNITURE**

**PRICE FORM**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>ESTIMATED QUANTITY</b>	<b>EXTENDED PRICE</b>
<b>SECTION 4: MISCELLANEOUS</b>				
Indicate Estimated Delivery Lead Times for Products in This Section: _____				
Indicate What Products are Offered by Your Firm in This Section: _____				
If bidding products that are specified in the Technical Specifications or Approved Alternates from a List Published by Tarrant County, write "As Specified"				
<b>BIDDERS MUST BID ALL ITEMS WITHIN A SECTION</b>				
<b>ALL DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVICE CALL COSTS TO BE INCLUDED IN UNIT PRICING</b>				

**ELECTIONS MERCANTILE LEASE SPACE FURNITURE**

**PRICE FORM**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
<b>SECTION 5: WORKSTATIONS</b>				
<b>GP1</b>	GALLERY PANEL 72"W	\$ _____ X	7	= \$ _____
<b>GP2</b>	GALLERY PANEL 60"W	\$ _____ X	2	= \$ _____
<b>WS1</b>	WORKSTATION BENCHING	\$ _____ X	3	= \$ _____
<b>SECTION TOTAL:</b>				<b>\$ _____</b>
Indicate Estimated Delivery Lead Times for Products in This Section: _____				
Indicate What Products are Offered by Your Firm in This Section: _____				
If bidding products that are specified in the Technical Specifications or Approved Alternates from a List Published by Tarrant County, write "As Specified"				
<b>BIDDERS MUST BID ALL ITEMS WITHIN A SECTION</b>				
<b>ALL DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVICE CALL COSTS TO BE INCLUDED IN UNIT PRICING</b>				

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



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

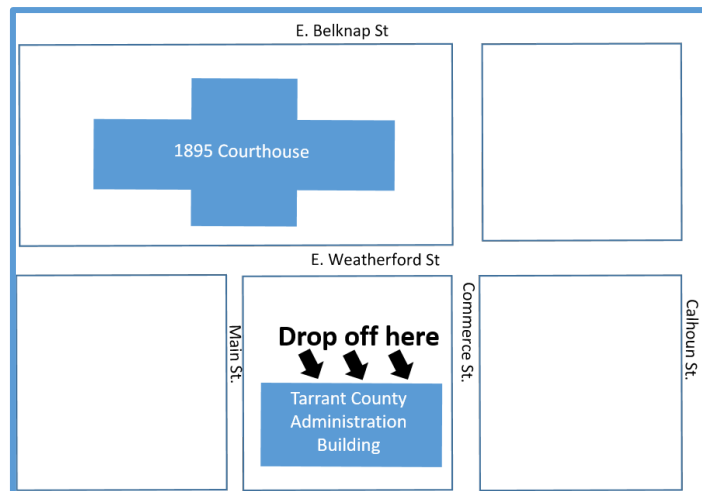
**RF No. 2023-058**

**ELECTIONS MERCANTILE LEASE SPACE FURNITURE**

**Due Date: JANUARY 26, 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

