TARRANT COUNTY PURCHASING DEPARTMENT **Company Name:**

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

RFB NO. 2023-065

REQUEST FOR BID FOR ANNUAL CONTRACT FOR TACTICAL GEAR

BIDS DUE JANUARY 30, 2023 2:00 P.M. CST

RFB NO. 2023-065

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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:

FRIDAY, JANUARY 13, 2023 AT 10:00 A.M., CST

TARRANT COUNTY ADMINISTRATION BUILDING 100 E. WEATHERFORD STREET, SUITE 303 PURCHASING DEPARTMENT CONFERENCE ROOM FORT WORTH, TEXAS 76102 OR SMARTPHONE. AFTER THE RSVP DEADLINE, A GOTOMEETING INVITATION WILL BE SENT TO PARTICIPANTS. Get the app now and be ready when your first meeting starts: https://meet.goto.com/install

TARRANT COUNTY WILL NOT PROVIDE COPIES OF RFB DOCUMENTS. PLEASE DOWNLOAD AND PRINT PRIOR TO MEETING

RSVP: Vendors planning to attend in person or via Pre-Bid GoToMeeting Video Conference must **RSVP** to NIKI JONES, SENIOR BUYER, via fax 817-884-2629 or, if unable to fax, email to <u>BidQuestions-RSVP@tarrantcounty.com</u> by 8:00 a.m., CST, Friday, January 13, 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 In Person or Video Conference 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 applicant who submits a bid and does not attend the scheduled pre-bid conference waives any right to assert claims due to undiscovered conditions.

Tarrant County is requesting bids for the **ANNUAL CONTRACT FOR TACTICAL GEAR** for the **SHERIFF'S OFFICE.** 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 30, 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:

NIKI JONES, 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, Tuesday, January 17, 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 NIKI JONES, SENIOR BUYER, via fax at **817-884-2629** or, if unable to fax, emailed to **BidQuestions-RSVP@tarrantcounty.com**.

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

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

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

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

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

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

Bids will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistencies of any kind. However, Tarrant County reserves the right to waive any inconsistencies and to make 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.
- 7. Bidders shall not owe delinquent property tax in Tarrant County.
- 8. Limited competition.

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

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

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:

VARIOUS 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 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 two (2) additional twelve (12) month periods, as further explained in Renewal Options. <u>Prices must remain firm for the entire contract</u>.
- 2. <u>RENEWAL OPTIONS</u>: Tarrant County reserves the right to exercise an option to renew the contract of the Vendor for two (2) additional twelve (12) month periods, provided such option is stipulated and agreed upon by both parties. If Tarrant County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. Required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Tarrant County may rescind its option or seek a new solicitation.
- 3. <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 Vendor, be willing to accept a Secondary or Alternate Award based on the above?

____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? <u>A "NO" answer could result in complete rejection of the bid</u>.

- 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

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

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| | |
| 247. | |
| 248. | CITY OF SANSOM PARK |
| 249. | CITY OF SEABROOK |
| 250. | CITY OF SEAGOVILLE |
| 250. 251. | |
| 251. | CITY OF SHERMAN |
| | |

| 252. | CITY OF SOUR LAKE |
|------|--|
| 253. | |
| | CITY OF SOUTHLAKE |
| 254. | CITY OF SOUTHMAYD |
| 255. | CITY OF SPRING VALLEY VILLAGE |
| 256. | CITY OF SPRINGTOWN |
| 257. | CITY OF STEPHENVILLE |
| 258. | CITY OF SULPHUR SPRINGS |
| 259. | CITY OF TAFT |
| 260. | CITY OF TAYLOR |
| 261. | CITY OF TEMPLE |
| 262. | |
| | CITY OF TERRELL |
| 263. | CITY OF TEXARKANA, AR |
| 264. | CITY OF TEXARKANA, TX |
| 265. | CITY OF THE COLONY |
| 266. | CITY OF TYLER |
| 267. | CITY OF UNIVERSAL CITY |
| 268. | CITY OF UNIVERSITY PARK |
| 269. | CITY OF VAN ALSTYNE |
| 270. | CITY OF VENUS |
| 271. | CITY OF VERNON |
| 272. | CITY OF WACO |
| 273. | CITY OF WATAUGA |
| 274. | CITY OF WAXAHACHIE |
| 274. | |
| - | CITY OF WEATHERFORD |
| 276. | CITY OF WESTWORTH VILLAGE |
| 277. | CITY OF WHITE SETTLEMENT |
| 278. | CITY OF WHITESBORO |
| 279. | CITY OF WHITEWRIGHT |
| 280. | CITY OF WILLS POINT |
| 281. | CITY OF WILMER |
| 282. | CITY OF WINNSBORO |
| 283. | CITY OF WYLIE |
| 284. | CLAY COUNTY |
| 285. | CLEAR CREEK ISD |
| 286. | CLEBURNE ISD |
| 287. | COCHRAN COUNTY |
| 288. | COLLIN COUNTY |
| 289. | COLLIN COUNTY COMM COLL DIST. |
| 290. | COLORADO COUNTY |
| 291. | COMAL COUNTY |
| 292. | COMMUNITY HEALTHCORE |
| 292. | |
| | COOKE COUNTY |
| 294. | COPPELL ISD |
| 295. | CORYELL COUNTY |
| 296. | COTTONDALE VOL FIRE DEPT |
| 297. | CROWLEY ISD |
| 298. | DALLAS COUNTY |
| 299. | DALLAS CNTY UTIL & RECLAM. DIST. |
| 300. | DFW INT'L AIRPORT BOARD |
| 301. | DALLAS ISD |
| 302. | DAWSON COUNTY |
| 303. | DECATUR ISD |
| 304. | DENISON ISD |
| 305. | DENTON COUNTY |
| 306. | DENTON COUNTY DENTON CNTY FWS DIST. # 1-A & #10 |
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| 307. | DENTON ISD |
| 308. | DESOTO ISD |
| 309. | DIANA SPECIAL UTILITY DISTRICT |
| 310. | DUNCANVILLE ISD |
| 311. | DUVAL COUNTY |
| 312. | EAGLE MOUNTAIN-SAGINAW ISD |
| 313. | EAST TEXAS COUNCIL OF GOVS. |
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314. EASTLAND COUNTY 315. ECTOR COUNTY 316. ECTOR COUNTY ISD 317. EDDY COUNTY, NM 318. EL PASO COUNTY 319. EL PASO CNTY HOSP DIST DBA... 320. ELECTRA ISD 321. **ELLIS COUNTY** 322. **ERATH COUNTY** 323. EVERMAN ISD 324. FANNIN COUNTY 325. FARMERSVILLE ISD 326. FLOYD COUNTY 327. FORNEY ISD 328. FORT BEND COUNTY 329. FORT BEND COUNTY ESD#2 & #7 330. FORT WORTH HOUSING AUTHORITY 331. FORT WORTH ISD 332. FORT WORTH TRANSP AUTHORITY 333. FRANKLIN COUNTY 334. FREESTONE COUNTY 335. FRISCO ISD 336. **GLASSCOCK COUNTY** 337. GOLIAD COUNTY 338. **GONZALES COUNTY** 339. **GRAND PRAIRIE ISD** 340. GRANDVIEW POLICE DEPT. 341. GRAPEVINE\COLLEYVILLE ISD 342. **GRAYSON COLLEGE** 343. **GRAYSON COUNTY** 344. **GREENVILLE ISD** 345. **GREGG COUNTY** 346. **GRIMES COUNTY** 347. GUADALUPE COUNTY 348. HARDIN COUNTY 349. HARRIS-FORT BEND EMG SVCS DIST #100 350. HARRIS COUNTY 351. HARRIS CTY EMG SVCS DIST. #7 ETC 352. HARRISON COUNTY 353. HAWKINS ISD 354. HAYS COUNTY 355. HEART OF TX REG MHMR CENTER 356. HENDERSON COUNTY 357. HEREFORD ISD 358. HIGHLAND PARK ISD 359. HILL COUNTY 360. HOOD COUNTY 361. HOPKINS COUNTY 362. HOUSING AUTH OF CITY OF AUSTIN 363. HUMBLE ISD 364. HUNT COUNTY 365. HURST EULESS BEDFORD ISD 366. HUTCHINSON COUNTY 367. IDEA PUBLIC SCHOOLS 368. **IRVING ISD** 369. JACK COUNTY 370. JASPER COUNTY 371. JEFFERSON COUNTY 372. JEFFERSON CNTY DRIN. DIST. #7 373. JIM WELLS COUNTY 374. JOHNSON COUNTY 375. JOHNSON COUNTY SUD

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Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

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| 070 | |
| 376. | Joshua ISD |
| 377. | KARNES COUNTY |
| 378. | KAUFMAN COUNTY |
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| 379. | KAUFMAN ISD |
| 380. | Keller ISD |
| 381. | KENNEDALE ISD |
| 382. | KERENS ISD |
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| 383. | KINNEY COUNTY |
| 384. | KRUM ISD |
| 385. | LAKE DALLAS ISD |
| 386. | LAKE WORTH ISD |
| | |
| 387. | LAMAR COUNTY |
| 388. | LAMB COUNTY |
| 389. | LAMPASAS COUNTY |
| 390. | LAVON POLICE DEPARTMENT |
| 391. | |
| | LEON COUNTY |
| 392. | LEONARD ISD |
| 393. | LEWISVILLE ISD |
| 394. | LIBERTY COUNTY |
| 395. | |
| | LIMESTONE COUNTY |
| 396. | LITTLE ELM ISD |
| 397. | LOVEJOY ISD |
| 398. | LOWRY CROSSING VOL FIRE DEPT. |
| 399. | LUBBOCK COUNTY |
| 400. | |
| | MANSFIELD ISD |
| 401. | MAVERICK COUNTY |
| 402. | MCKINNEY ISD |
| 403. | MCLENNAN COUNTY |
| 404. | MCLENNAN COMM. COLLEGE |
| 405. | MARILEE SPECIAL UTILITY DIST. |
| | |
| 406. | MEDINA VALLEY ISD |
| 407. | MHMR OF TARRANT COUNTY |
| 408. | MIDLAND COUNTY |
| 409. | MIDLAND ISD |
| 410. | MIDWAY ISD |
| 411. | |
| | MILAM COUNTY |
| 412. | MILLS COUNTY |
| 413. | MITCHELL COUNTY |
| 414. | MONAHANS WICKETT PYOTE ISD |
| 415. | MONTGOMERY COUNTY |
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| 416. | MONTGOMERY CNTY ESC 10 |
| 417. | MONTGOMERY CNTY HOSP DIST. |
| 418. | MOUNT PLEASANT POLICE DEPT. |
| 419. | MOUNT VERNON POLICE DEPT. |
| 420. | NACOGDOCHES COUNTY |
| 421. | |
| | NAVARRO COUNTY |
| 422. | NEVADA VOL. FIRE DEPT. |
| 423. | NEW CANEY ISD |
| 424. | NOLAN COUNTY |
| 425. | NORMANGEE ISD |
| - | |
| 426. | NORTH CENTRAL TX CNCL OF GOVS |
| 427. | NORTH TX MUNICIPAL WATER DIST |
| 428. | NORTH TEXAS TOLLWAY AUTH |
| 429. | NORTHWEST ISD |
| 430. | NUECES COUNTY |
| 430. | |
| | OCHILTREE COUNTY |
| 432. | OLTON POLICE DEPARTMENT |
| 433. | ORANGE COUNTY |
| 434. | ORANGE CNTY DRAINAGE DIST |
| 435. | PALO PINTO COUNTY |
| 436. | |
| | PANOLA COUNTY |
| 437. | PARADISE ISD |
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| 438. | PARKER COUNTY |
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| 439. | PARKER CNTY EMG SERV DISTRICT 1 |
| 440. | PARMER COUNTY |
| 441. | PASADENA ISD |
| 442. | PLANO ISD |
| 443. | POTTER COUNTY |
| 444. | PUBLIC TRANSIT SVC OF MIN.WELLS |
| 444. | |
| 445. | QUINLAN ISD |
| | RAINS COUNTY ESD #1 |
| 447. | RANCHO VIEJO POLICE DEPT. |
| 448. | RANDALL COUNTY |
| 449. | RED OAK ISD |
| 450. | RED RIVER COUNTY |
| 451. | REFUGIO COUNTY |
| 452. | REG 9 ED SVCE CENTER OF WICHITA |
| 453. | REGION 11 EDU SERVICE CENTER |
| 454. | RICHARDSON ISD |
| 455. | ROBERTSON COUNTY |
| 456. | ROCKWALL COUNTY |
| 457. | ROUND ROCK ISD |
| 458. | SAM RAYBURN ISD |
| 459. | SAN JACINTO COM COLL DIST. |
| 460. | SAN PATRICIO COUNTY |
| 461. | Schleicher County |
| 462. | SEABROOK VOL FIRE DEPT. |
| 463. | SR. CYR RES & PUBLICHUNT CNTY |
| 464. | SEVEN POINTS FIRE RESCUE |
| 465. | SHERMAN ISD |
| 466. | SMITH COUNTY |
| 467. | |
| | SPRINGTOWN ISD |
| 468. | SOUTH MONTGOMERY FIRE DEPT |
| 469. | SOUTH TEXAS COLLEGE |
| 470. | SPAN, Inc. |
| 471. | STARR COUNTY |
| 472. | STEPHENS COUNTY |
| 473. | STERLING COUNTY |
| 474. | STONEWALL COUNTY |
| 475. | TARLETON STATE UNIVERSITY |
| 476. | TARRANT APPRAISAL DISTRICT |
| 477. | TARRANT CNTY 9-1-1 EMG ASS DIST |
| 478. | TARRANT COUNTY COLLEGE DIST. |
| 479. | TARRANT CTY EMG SVCS DISTRICT 1 |
| 480. | TARRANT COUNTY HOSP DIST |
| 481. | TARRANT CTY WORKFORCE DEV BD |
| 482. | TARRANT REGIONAL WATER DIST |
| 483. | TAYLOR COUNTY |
| 484. | TEMPLE COLLEGE |
| 485. | TERRELL ISD |
| 486. | TEXARKANA ISD |
| 487. | TEXAS A&M UNIV AT COMMERCE |
| 488. | TEXAS A&M UNIVERSITY-KINGSVILLE |
| 489. | TEXAS A& M UNIVTEXARKANA |
| 490. | TEXAS ALCOHOLIC BEVERAGE COMM. |
| 491. | TEXAS RECONCERCIBLICAGE COMMIN |
| 492. | TEXAS DEPT. OF PUBLIC SAFETY |
| 492. 493. | TX TECH UNIV HEALTH SCI CTR EL PASO |
| 493. 494. | TEXAS WOMAN'S UNIVERSITY |
| 494. 495. | |
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| 496. | |
| 497. | TML MULTISTI. INTERGOV |
| 498. | TOM GREEN COUNTY |
| 499. | TOWN OF ADDISON |
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500. TOWN OF ARGYLE 501. TOWN OF BARTONVILLE 502. TOWN OF DOUBLE OAK 503. TOWN OF EDGECLIFF VILLAGE 504. TOWN OF FAIRVIEW 505. TOWN OF FLOWER MOUND 506. TOWN OF HICKORY CREEK 507. TOWN OF HIGHLAND PARK 508. TOWN OF LAKESIDE 509. TOWN OF LITTLE ELM 510. TOWN OF NORTHLAKE 511. TOWN OF PANTEGO 512. TOWN OF PECOS CITY 513. TOWN OF PONDER 514. TOWN OF PROSPER 515. TOWN OF PROVIDENCE VILLAGE 516. TOWN OF SUNNYVALE 517. TOWN OF TROPHY CLUB 518. TOWN OF WESTLAKE 519. TOWN OF WESTOVER HILLS 520. TRAVIS COUNTY 521. TRAVIS CNTY EMG SVCS DIST NO.6 522. TRAVIS CNTY HEALTHCARE DISTRICT 523. TRINITY RIVER AUTHORITY 524. TYLER JUNIOR COLLEGE 525. U.S. MARSHALS SERVICE 526. UNIVERSITY OF NORTH TEXAS 527. UNIV OF N. TX HEALTH SCIENCE CTR 528. UNIVERSITY OF TEXAS AT ARLINGTON 529. UNIVERSITY OF TEXAS AT DALLAS 530. UNIV OF TX MD AND. CANCER CTR 531. UPPER TRINITY REG WATER DIST. 532. **UPSHUR COUNTY** 533. **UPTON COUNTY** 534. VAL VERDE COUNTY 535. VAN ALSTYNE ISD 536. VAN ZANDT COUNTY 537. VERNON ISD 538. VICTORIA COUNTY 539. WACO ISD 540. WALKER COUNTY 541. WALLER COUNTY 542. WARD COUNTY 543. WAXAHACHIE ISD 544. WEATHERFORD COLLEGE 545. WEATHERFORD ISD 546. WEBB CONSOLIDATED ISD 547. WEST TEXAS A&M UNIVERSITY 548. WESTMINSTER FIRE DEPT. 549. WESTON VOLUNTEER FIRE DEPT 550. WHITE SETTLEMENT ISD 551. WILLIAMSON COUNTY 552. WILLIAMSON CNTY EMG SVCS DIST #3 553. WILSON COUNTY 554. WINKLER COUNTY 555. WINNSBORO HOUSING AUTHORITY 556. WINNSBORO ISD 557. WISE COUNTY 558. WOOD COUNTY 559. YMCA OF METROPOLITAN DALLAS 560. YOUNG COUNTY 561. ZAPATA COUNTY

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5. <u>MINIMUM INSURANCE REQUIREMENTS:</u>

- 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:
 - Proof of Carriage of Insurance All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.
 - 2) All Certificates shall provide Tarrant County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
 - 3) As to all applicable coverage, policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
 - 4) All copies of the Certificates of Insurance shall reference the project name and solicitation number for which the insurance is being supplied.
 - 5) Vendor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
 - 6) If applicable, the Vendor is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

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

7. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:

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

1. Confidentiality, Integrity, Availability (CIA)

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

2. Breach Notification

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

3. Data

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

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. **Right to Audit**

Tarrant County reserves the right to audit vendor 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 testing samples (if needed)

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

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

SPECIFICATIONS

- I. Bidders must include detailed specification sheets of product(s) being offered for review. Specification sheets should include references to all required product specifications. Specification sheets should include references to required compliances, such as NIJ MIL, ANSI, ISO, and Federal Standards.
- II. Vendors may be required to conduct fittings for personnel that are to be outfitted with equipment before purchases are made. These fittings are to be used by the vendor to determine the sizes of the clothing or gear that is to be outfitted on Tarrant County personnel. Fittings will take place on-site at a Tarrant County facility. Fittings will be at no cost to Tarrant County. The fittings will be scheduled with the Tarrant County personnel and the vendor in the event they are needed.
- III. Demonstrations may be requested in order to confirm product compliance. The exact product offered for this RFB must be available by the vendor for inspection at requested vendor demonstrations. Demonstrations will take place on-site at a Tarrant County Facility and will be scheduled if needed to determine product compliance. Demonstrations will be conducted at no cost to Tarrant County.
- IV. All delivery/freight/travel/fuel cost/tariffs to be included in the unit pricing of product.
- V. Quantities listed are based on purchases by Tarrant County in a given year. Tarrant County will order items on an as-needed basis and may place orders for the complete Tactical Entry Body Armor Carrier System and / or individual components of the Tactical Entry Body Armor Carrier System.
- VI. The entire Tactical Entry Body Armor Carrier Specifications:
 - A. Tactical Entry Body Armor Carrier offered by vendor must have the following features at a minimum:
 - 1. Carrier Vest Colors Available: Ranger Green, and Black.
 - 2. Cordura Molle/PALS Webbing.
 - 3. Rear Drag Strap(s).
 - 4. Quick Release System for Emergency Situations (TAKIC or approved equivalent).
 - 5. Communication Wire Restraints.
 - 6. Size Adjustable Cummerbund System.
 - 7. Set of two (2) Chest/Back Identification Tags: "SHERIFF".
 - 8. Identification Tag Colors Available: Ranger Green, and Black.
 - 9. Identification Lettering Colors Available: Black and Yellow.
 - 10. One (1) Carrying Bag included.
 - 11. Anti-Microbial Treatment.

- B. Tactical Entry Body Armor Carrier are to include soft ballistics in the shoulder straps and cummerbund sides. Soft ballistics used in vests offered by vendor must have the following features at a minimum:
 - 1. In compliance with Level IIIA NIJ 06 Standard for Standard Ballistics or the most current applicable standard.
 - 2. Weight of product not to exceed 1.25 pounds per square foot.
- C. Tactical Entry Body Armor Carrier are to include one (1) chest plate and one (1) rear plate. Plates used in vests offered by vendor must have the following features at a minimum:
 - 1. In compliance with Level III+ NIJ 06 Standard for Standard Ballistics or the most current applicable standard.
 - 2. Weight not to exceed 4.82 pounds per square foot.
 - 3. If available, Ceramic composite material is preferred.
 - 4. Plate should be "Shooter's Cut" option.
- D. Carrier Accessory Pouches offered by vendor must have the following features at a minimum:
 - 1. Must integrate seamlessly with offered carrier vest.
 - 2. Pouch Colors Available: Ranger Green and Black.
 - 3. Cordura Molle/PALS Webbing.
 - 4. Pouch styles to be chosen by individual officers at time of purchase (i.e. Radio, Mag, Cuff, Hydration, etc.).
- VII. Tactical Shield with Viewport Specifications.
 - E. Tactical Shield with Viewport offered by vendor must have the following features at a minimum:
 - 1. Forearm pad
 - 2. Carry bag
 - 3. Fixed shield handle
 - 4. Dimension: 18" x 32"
 - 5. Weight: 22.5 lbs
 - 6. Testing standard: NIJ0108.01
 - 7. Protection level: Level III and Special Threats
 - 8. Stand alone configuration
 - 9. Plate thickness: 0.56" / 14.22 mm
 - 10. Single curve

- 11. Materials: UHMWPE
- 12. Cover: Black polyurea
- 13. Threats:

5.56 x 45-mm, 55-grain M193 Ball

7.62 x 39-mm, 123-grain PS Ball

7.62 x 51-mm, 149-grain M80 FMJ

7.62 x 54R-mm, 148-grain LPS

- 14. Viewport dimension: 3.75" H x 9.75" W x 1.75" D
- VIII. Tactical Communication and Hearing Protection Headset Specification.
 - A. Tactical Communication Headsets offered by vendor must have the following features at a minimum:
 - 1. Headset Colors Available: Green and Black.
 - 2. Battery run time up to 120 hours with lithium batteries at 21°C
 - 3. Battery run time with NFMI engaged up to 80 hours with lithium batteries at 21°C
 - 4. Saltwater Immersion IPX7
 - 5. Environmental MIL-STD-461G
 - 6. Operating temperature -40°C to +55°C (-40°F to +131°F) with lithium batteries.
 - 7. Storage Temperature -40°C to +71°C (-40°F to +160°F)
 - 8. EMI Testing Standards MIL-STD-461G
 - 9. CE Certification EN352
 - 10. Headband Configuration weight equal to or less than 386 grams
 - 11. Helmet NFMI Headband Configuration weight equal to or less than 419 grams
 - 12. Helmet Rail Mounted Configuration weight equal to or less than 426 grams
 - 13. NFMI Rail Mounted Configuration weight equal to or less than 460 grams
 - B. Tactical Communication Headsets PTT system with cables offered by vendor must have the following features at a minimum:
 - 1. Single-Com communication and hearing
 - 2. One communications port

- 3. One PTT port
- 4. Compatible with Motorola APX6000 handhelds
- 5. Cannot have an internal battery
- 6 Power Supply: 3.6 to 36 V DC
- 7. Power Consumption: < 25 mA at 5 V DC
- 8. Protection control unit
- 9. No Coiled style cables
- 10. Weight equal to or less than 127 grams
- 11. Immersible up to 20 meters for 2 hours
- 12. Attach via Molle clip
- IX. Tactical Helmet Specifications.
 - A. Tactical Helmets offered by vendor must have the following features at a minimum:
 - 1. Helmet Colors Available: Ranger Green and Black.
 - 2. High cut, ballistic shell made of a hybrid composite of the most advanced Carbon, Unidirectional Polyethylene and woven Aramid.
 - 3. High Cut Helmet compatible with Ops Core FAST head borne accessories.
 - 4. High cut shell geometry extending critical coverage over the rear occipital lobe without load carrier interference, and optimizes weight distribution for increased stability, integration, balance, and improved comfort.
 - 5. Ear cut geometry allowing for clearance of larger headset style communication devices.
 - 6. High Cut Skeleton Rails offer lower profile with a 30% weight reduction from FAST MT High Cut Rails.
 - 7. Feature a lightweight Modular Bungee Shroud (MBS) and an integrated carabiner clip to improve NVG retention, stability, and reduce interference with rail-mounted accessories.
 - 8. Molded liner features proprietary recessed groove, accommodating overthe-head communications headsets with no interference or user discomfort, and ability to doff and don helmet without removing the headset.
 - 9. Interior of helmet features expanded polypropylene (EPP) liner, offering enhanced impact protection, and molded-in vent holes provide increased airflow and reduce heat stress.
 - 10. Vented Lux Liner with Occ-Dial Universal Fit band or equivalent.

- B. Tactical Helmets offered by vendor must have the following ballistic features at a minimum:
 - 1. NIJ Standards: NIJ 0106.01 with NIJ 0108.01 Level IIIA (9mm FMJ at 1,400 ft/s) Threat
 - 2. Ballistic Testing:
 - a. Areal Density: 1.22 lbs/ft² (5957 g/m²)
 - b. Shell Thickness: 0.220" (5.58mm)
 - c. Shell Geometry (Curvature): Two-Stage Non Slit
 - d. Cut Style (Side Protection): Two-Stage Non Slit
 - e. 9mm is V0 tested at this velocity with Back face Transient Deformation (BTD) under 23.4mm (Crown), 27.1mm (Sides)
 - f. 29mm (Front), and 19.1mm (Rear) when tested on multi-sized clay-filled head forms in accordance with the USSOCOM
 - g. Blunt Impact Protection: 150 g's maximum at 10 ft/s. Maximum allowable dent 0.023"
 - h. Compression Testing: Top-Bottom = .020" (0.51 mm) Max at 400 lbs. (181.44 kg), Side-Side = .125" (3.18 mm) Max at 300 lbs. (136.08 kg) lbs.
 - 3 Environmental Resistance: Temperature Storage and Operating at Ambient, Cold -60° F (-51° C), and Hot 160° F (71° C), Temperature Shock, Flame Resistance, Altitude.
- X. Tactical Protective Gas Mask Specifications.
 - A. Tactical Protective Gas Mask offered by vendor must have the following features at a minimum:
 - 1. Mask Colors Available: Black.
 - 2. Mask Weight not to exceed 1.43 Pounds.
 - 3. Available in four different sizes.
 - 4. Anti-Scratch and Impact Resistant Visor.
 - 5. Minimum NIOSH Visual Field Score of 96.
 - 6. Mask Constructed to Equip Filter Canisters in a left and right Side Mounted Configuration.
 - 7. Compatible with Personnel wearing Helmets in addition to Mask.
 - 8. Adjustable Buckles.

- 9. Equipped with Electronic Communication Port and Integrated Voice Projection box and microphone.
- 10. Equipped with Fail-Safe Hydration System.
- 11. Mask Kit to include Twin Port FM54 APR, Clear Outsert Assembly, BlueBlocker Outsert Assembly, CBRN Canister, CTCF50 Riot Agent Canister, Universal Carrier & Storage Faceform, and mask carrier.
- 12. Filters available for Tactical Protective Gas Mask:
 - a. Nerve Agents (G series and V series).
 - b. Blister Agents (Mustard and Lewisite).
 - c. Blood Agents (Hydrogen Cyanide, Cyanoge, Chloride, and Chloropicrin).
 - d. Riot control agents (CS, CN and OC).
- 13. Compatible with Voice Projection Unit Gen II (VPU) with microphone with the following specifications:
 - a. Low Profile
 - b. Audible notification upon initial activation
 - c. Tactile feel on/off lever
 - d. Intrinsically safe rated; UL913
 - e. 50+ hours of use on a single CR123 lithium battery; battery life indicator
 - f. Enhanced, robust battery door
 - g. Waterproof microphone assembly
 - h. MIL-SPEC PRF EA-A-2246 compliant
 - i. MRT >95%
 - j. Improved sound quality with digital circuitry
 - k. NIOSH/CE approved
 - I. Excellent compatibility with tactical gear such has EOD helmet and weapons
 - m. Compatible with tactical radio systems
 - n. Compatible with FM54 gas masks.

- XI. Tactical Night Vision Goggles System and Advanced Target Pointer/Illuminator Specifications:
 - A. Tactical Night Vision Goggles offered by vendor must have the following features at a minimum:
 - 1. Independently articulating dual tube night vision goggle
 - 2. On-board illuminator
 - 3. Adjustable manual gain bright controller integrated into power controls
 - 4. Flip up eye pods with programmable auto power off/on
 - 5. AA Battery Compartment
 - 6. Fischer port for use with external battery pack
 - 7. Fully built system, including AA battery, cannot exceed a total weight of 21 oz.
 - 8. Adjustable interpupillary stops on both tubes
 - 9. Elbit Thin filmed white phosphor dual tubes with:
 - a. Minimum Signal to Noise Ratio (SNR) over 30
 - b. Resolution over 64
 - c. Minimum figure of merit rating of 2000
 - 10. Soft-padded zippered storage pouch
 - 11. Two-year warranty on tubes for manufacturer defect
 - 12. Five-year warranty on the housing and power supply
 - 13. Include a three day (24 hour) TCOLE (Texas Commission on Law Enforcement) approved minimum Night Vision Goggle Training Course with the following core topics at a minimum:
 - a. Equipment and equipment selection
 - b. Single vs Duals
 - c. Green vs White Phosphor
 - d. Nomenclature
 - e. Helmet / Carbine mounting solutions
 - f. Deployment and uses
 - g. Night vision to White light considerations When / Why / How
 - h. RDS handgun and NV utilization

- i. Task familiarization
- j. Live fire affirmation of White / IR / via laser / RDS Handgun
- B. Include Cadex Defense Flip Mount or equivalent with the following features at a minimum:
 - 1. Personalized height and eye relief of night vision devices.
 - 2. An easy-to-use screw mechanism gives the operator complete control of the tension of the flip-up mount.
 - 3. Provides mounts for both bayonet and dovetail type brackets.
 - 4. Optional counter-weight or battery pack bracket.
 - 5. Available for different helmet designs.
 - 6. Dimensions: 4.50" x 7.72" x 15.14"
 - 7. Weight: less than 0.8 lbs.
- C. Include an Advanced Target Pointer/Illuminator or equivalent with the following features at a minimum:
 - 1. Co-aligned visible and infrared lasers
 - 2. Hardened for use on small arms and crew-served weapons
 - 3. Integral Rail-GrabberTM interface
 - 4. Retains zero within 0.5 mrad
 - 5. Meets military environmental specifications
 - 6. Dimensions: 4.6 in. L x 2.8 in. W x 1.6 in. H
 - 7. Weight: 7.5 oz. with battery
 - 8. Battery Type: (1) 3 Volt Lithium
 - 9. Battery Life: > 6 hrs. in Dual High at 25 °C (77 °F)
 - 10. Visible Aim Laser Specifications at 25 °C (77 °F) Safety Class
 - a. Output Power: 5.0 mW (max) 3R
 - b. Beam Divergence: 0.5 (+0.3/-0.35) mrad
 - c. Wavelength: 635 (±30) nm
 - d. Range: > 25 m (not in direct sunlight)
 - 11. IR Aim Laser Specifications at 25 °C (77 °F)
 - a. Safety Class 3B

- b. Output Power Low: 650 uW (max) 1
- c. Output Power High: 25 (±2.5) mW
- d. Beam Divergence: 0.5 (±0.3) mrad
- e. Wavelength: 840 (±20) nm
- f. Range: > 600 m (Low)
- g. > 2000 m (High)
- 12. IR Illuminator Specifications at 25 °C (77 °F)
 - a. Safety Class 3B
 - b. Output Power Low: 3.5 mW (max)
 - c. Output Power High: 30 (+15/-6) mW
 - d. Beam Divergence: 1 to 105 mrad (min)
 - e. Wavelength: 840 (±20) nm
 - f. Range: > 600 m (Low) and > 2000 m (High)



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:
 - 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 contactors to involve them in the procurement process.
 - 3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
 - 4. Continuing to provide bid notifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - 1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - 2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - 4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Tarrant County Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

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

IV. ADMINISTRATIVE GUIDELINES

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

510 *Historically Underutilized Businesses Policy Adopted: Court Order 64788 (December 17, 1990)* Amended: Court Order 69958 (December 7, 1993) Amended: Court Order 99651 (December 28, 2006) Amended: Court Order 127875 (June 19, 2018)

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

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

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

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

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

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.

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/

| The perfect size of Contrays and Culture The perfect size of Contrays and Culture TARRANT CO | | |
|---|---|--|
| 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: 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: FORCOT PASSWORD | Register with TVORS There are four steps to the TVORS registration process. You will have the option to save your work after the completion of each step. You may then login to your TVORS account at anytime to make changes or to complete the registration process. You must complete all mandatory information in order to be considered for bid opportunities from Tarrant County Purchasing. To complete your TVORS registration, you will go through the following steps: STEP 1: Enter company data STEP 2: Enter commodity/service codes (NIGP) Failure to select NIGP code(s), could result in improper bid notification or no notification at all. STEP 3: Enter user data (if applicable) STEP 4: Enter certifications (if applicable) If you have any questions during your registration, please call (817) 884-1414 or email TVORS@TarrantCounty.com. To begin the registration process, please click the button below. | |

After registering, be sure to email or fax all copies of your current HUB/MBE certificate(s) to <u>TVORS@Tarrantcounty.com</u> 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: |
| ADDRESS: |
| CONTACT PERSON AND TITLE: |
| |
| 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!

REFERENCES

REFERENCE THREE

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

REFERENCES MUST BE RETURNED WITH BID!

PAGE 32 OF RFB NO. 2023-065

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 | Х |
|---|---|
| | 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 MU | JST BE <u>SIGNED</u> . |
| THE ORIGINAL WITH ORIGINAL SIGNATURE AN | D ONE (1) COPY MUST BE RETURNED WITH BID! |
| PAGE 33 OF R | FB NO 2023-065 |



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?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 <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:

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

COMPLIANCE WITH FEDERAL AND STATE LAWS

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

Vendor Hereby Certifies (Mark Applicable Certification):

Vendor is EXEMPT from Certification as set out above.

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

Signature

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. | <u>References</u> . 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. | <u>Signatures</u> . All forms requiring a signature must be signed. Bids not signed will be rejected. | | |
| | 3. | Price Forms. All sections of Price Forms have been completed. | | |
| | 4. | Bidder has acknowledged Secondary/Alternate Award and Cooperative Purchasing opportunities in the Special Terms and Conditions on pages 6 and 7. | | |
| | 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).

| endor Name: | |
|------------------------------|--|
| ontact Person: | |
| elephone: | |
| mail: | |
| lease send your response to: | |

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

| ITEM NO. | DESCRIPTION | EST. QTY. | | | EXTENDED PRICE |
|-------------|--|--------------|-------------------------------|-------------|-------------------|
| Section 1: | Tactical Entry Body Armor Carrier and Shield System | | | | |
| 1. | Tactical Entry Body Armor Carrier System | 5 ea. | \$ | /ea | \$ |
| | System Components; per RFB specifications | | | | |
| | Carrier Brand/Model | | | | |
| | (TYR Tactical PICO-MVS, Safariland HTV DN6815 or approved e | qual) | | | |
| | Chest & Rear Plate Brand/Model | | | | |
| | (TYR Tactical #TYR-HA3/7 or approved equal) | | | | |
| | Side Ballistics Brand/Model | | | | |
| | (TYR Tactical PICO-MVS NFA3/10, Safariland XT03 Level 3A or a | approve | d equal) | | |
| | Are the following available for the offered carrier system as a | n optioi | n (yes/no)? | | |
| | 1) Structured deltoids and sleeves with ballistics | | Yes | | No |
| | 2) Shoulder flank protection integrated with ballistics collar protection | ction | Yes | | No |
| | 3) Throat protection | | Yes | | No |
| | 4) Removable/adjustable nape protection | | Yes | | No |
| | 5) Groin protection | | Yes | | No |
| | Discount off List for Optional Items not Included in Base Specifica | tions: | % | | |
| | Bidders <u>must</u> include detailed specification sheets of product ALL DELIVERY/FREIGHT/TRAVEL/FUEL COST/TARIF <u>AWARD(S) WILL BE PER</u> | FS TO E | BE INCLUDED IN <u>ON</u> . | I UNIT PRIC | |
| | The Original and One (1) Copy of this Form | n Must b | be Returned With | I RIQI | |

| ITEM NO. | DESCRIPTION | EST. QTY. | UN PRI | | EXTENDED PRICE | | | |
|-------------|--|-----------------------------|---------------|----------------------|----------------------|--|--|--|
| Section 1 | (continued): Tactical Entry Body Armor Carrier and Shield | d System | | | | | | |
| 2. | Carrier Accessory Pouch Must Integrate Seamlessly with Carrier Vest Pouch Colors Available: Ranger Green and Black Cordura Molle/PALS Webbing Pouch styles to be chosen by individual Officers at time of pu | 15 ea. Irchase (i.e. Rac | | /ea f, Hydration, | \$ etc.) | | | |
| | Pouch Brand/Model | Pouch Brand | d/Model | | | | | |
| | Pouch Brand/Model | Pouch Branc | d/Model | | | | | |
| | Pouch Brand/Model | Pouch Brand/Model | | | | | | |
| | Pouch Brand/Model | Pouch Brand/Model | | | | | | |
| | | | TOTAL II | EMS 1 AND | 0 2: \$ | | | |
| | Bidders <u>must</u> include detailed specification sheets o | f product(s) be | ing offered f | for review w | vith bid submission. | | | |
| | ALL DELIVERY/FREIGHT/TRAVEL/FUEL CO | ST/TARIFFS TO | D BE INCLUI | DED IN UNIT | F PRICING. | | | |
| | AWARD(S) WILL BE PER SECTION. | | | | | | | |
| | The Original and One (1) Copy of this | Form Must be I | Returned Wi | th Bid! | | | | |
| | | | | | | | | |

| ITEM NO. | DESCRIPTION | EST. QTY. | UN PRI | | | EXTENDED PRICE |
|-------------|--|--------------|-------------|----------------|-----------|-------------------|
| Section 1 | (continued): Tactical Entry Body Armor Carrier and Shield S | ystem | | | | |
| 3. | Tactical Shield with Viewport | 33 ea. | \$ | /ea | \$ | |
| | Shield Brand/Model (Tyr Tactical Model # TYR-RBS/CQB3-VP or approved equal) | | | | | |
| | Warranty, if any (explain in detail): | | | | | _ |
| | T Is your Firm able to conduct on-site fittings at no cost to Ta | | | IS 1, 2, AND 3 | | |
| | Bidders must include detailed specification sheets of p | roduct(s) be | ing offered | for review wi | ith bid : | submission. |
| | ALL DELIVERY/FREIGHT/TRAVEL/FUEL COST | _ | | DED IN UNIT | PRICI | NG. |
| | The Original and One (1) Copy of this For | | | ith Bid! | | |

| ITEM NO. | DESCRIPTION | EST. QTY. | UNIT PRICE | | EXTENDED PRICE |
|-------------|---|------------------|-----------------|----------|----------------------|
| Section 2: | Tactical Headgear System | | | | |
| 1. | Tactical Communication Headset | 33 ea. | \$ | _/ea | \$ |
| | Headset Brand/Model (Ops-Core Amp Communication Headset - Connectorized of | | 1) | - | |
| | Warranty, if any (explain in detail): | | | | |
| 2. | Tactical Helmet | 33 ea. | \$ | _/ea | \$ |
| | Helmet Brand/Model (Model: Ops-Core Fast SF High Cut Helmet #A14570-01R | 0917 or approved | l equal) | | |
| | Warranty, if any (explain in detail): | | | | |
| | Bidders <u>must</u> include detailed specification sheets | of product(s) be | ing offered for | review v | with bid submission. |
| | ALL DELIVERY/FREIGHT/TRAVEL/FUEL C | OST/TARIFFS TO | D BE INCLUDE | d in Uni | T PRICING. |
| | AWARD(S) WI | LL BE PER SEC | TION. | | |
| | The Original and One (1) Copy of this | s Form Must be I | Returned With | Bid! | |

PRICE FORM

| ITEM NO. | DESCRIPTION | EST. QTY. | UN PR | | | EXTENDED PRICE | | |
|-------------|---|--------------|--------------|--------------|------------|-------------------|--|--|
| Section 2 | (continued): Tactical Headgear System | | | | | | | |
| 3. | Tactical Protective Gas Mask | 33 ea. | \$ | /ea | \$ | | | |
| | Mask Brand/Model (Avon Single Mask #FM54 or approved equal) | | | | | | | |
| | Warranty, if any (explain in detail): | | | | | | | |
| 4. | Night Vision Goggles with Advanced Target Pointer/Illuminator | 33 ea. | \$ | /ea | \$ | | | |
| | Goggle Brand/Model | | | | | | | |
| | (Z Bar Night Vision Model #ZBAR-1431MK2-ELIB-TH and L3 II | | | approved eq | ual) | | | |
| | Warranty, if any (explain in detail): | | | | | | | |
| | | | тот | AL SECTION | 2: \$ | | | |
| | Is your Firm able to conduct on-site fittings at no cost to Ta | arrant Coun | ty? (Yes/No) | | | | | |
| | Bidders <u>must</u> include detailed specification sheets of p | product(s) b | eing offered | for review w | ith bid su | ubmission. | | |
| | ALL DELIVERY/FREIGHT/TRAVEL/FUEL COST | ., | • | | | | | |
| | ALL DELIVERTY REIGHT/ RAVEE/ GEL GOOT/ TARIED DE INGEGDED IN GRATT RIGING. AWARD(S) WILL BE PER SECTION. | | | | | | | |
| | The Original and One (1) Copy of this Fo | | | ith Bid! | | | | |
| | | | | | | | | |

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