AT COUNT

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. 2023-074**

# REQUEST FOR BID FOR ANNUAL CONTRACT FOR ELECTRICAL SERVICES

# BIDS DUE FEBRUARY 9, 2023 2:00 P.M. CST

**RFB NO. 2023-074** 

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ATTACHMENT A BUILDING LIST

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.

Tarrant County is requesting bids for the **ANNUAL CONTRACT FOR ELECTRICAL SERVICES** for the **FACILITIES MANAGEMENT DEPARTMENT.** All bids must be submitted on the attached Price Forms. Tarrant County will not enter into any contract where the cost is provisional upon such clauses as "escalator" or "cost-plus" clauses.

#### Original and One (1) Copy

OF COMPLETED BID PROPOSALS MUST BE RECEIVED IN THE TARRANT COUNTY PURCHASING DEPARTMENT AT 100 E. WEATHERFORD, SUITE 303 FORT WORTH, TEXAS 76196-0104 ON OR BEFORE FEBRUARY 9, 2023 AT 2:00 P.M. CST

All bids are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All bids must be clearly marked with the 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Bids may be withdrawn at any time prior to the official opening.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:

#### KRYSTAL GARIBAY, SENIOR BUYER

FAX: 817-884-2629 EMAIL: BidQuestions-RSVP@tarrantcounty.com

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

The deadline for receipt of all questions is 12:00 p.m., CST, Monday, January 30, 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 Krystal Garibay, 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.

#### BOND REQUIREMENTS

#### 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.

Note: Tarrant County reserves the right to solicit separate bids for all individual Electrical projects that may exceed \$25,000.

#### 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

E	Entities Currently Participa	ting in (	Cooperative Purchasing I	Program v	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. 80.	CITY OF BROWNWOOD	142. 143.	CITY OF GODLEY
17.	Azle ISD			143.	CITY OF GRANBURY
18. 19.	BAILEY COUNTY BASTROP COUNTY	81. 82.	CITY OF BUDA	144.	CITY OF GRAND PRAIRIE
20.	BASTROP COUNTY BASTROP ISD	83.	CITY OF BURKBURNETT CITY OF BURLESON	145.	CITY OF GRAND SALINE
20. 21.	BEAUMONT ISD	84.	CITY OF CADDO MILLS	140.	CITY OF GREENVILLE
21.	BELL COUNTY	85.	CITY OF CANTON	147.	CITY OF GREENVILLE
23.	BENBROOK WATER AUTHORITY	86.	CITY OF CARROLLTON	149.	CITY OF HALTOM CITY
24.	BETHANY SPEC UTILITY DIST	87.	CITY OF CASTLE HILLS	150.	CITY OF HARLINGEN
25.	BEXAR COUNTY	88.	CITY OF CEDAR HILL	151.	CITY OF HASLET
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.		104.	CITY OF CORSICANA	167.	CITY OF JEFFERSON
42. 43.	CANTON ISD	105. 106.	CITY OF CROWLEY	168. 169.	CITY OF JUSTIN
43. 44.	CANYON ISD CARROLL ISD	100.		170.	CITY OF KATY CITY OF KEENE
44. 45.	CARROLL ISD CARROLLTON-FARMERS BRANCH ISD	107.	CITY OF DALWORTHINGTON GRDN CITY OF DE LEON	170.	CITY OF KELLER
46.	CARROLLION-FARMERS BRANCH ISD CASTLEBERRY ISD	100.	CITY OF DE LEON CITY OF DECATUR	171.	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.	CITY OF FARMERSVILLE	188.	
63.	CITY OF BANGS	126.	CITY OF FERRIS	189.	CITY OF LITTLE ELM

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

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241. 242. 243.	CITY OF SACHSE
244.	CITY OF SAN ANGELO
245.	CITY OF SAN BENITO
246.	CITY OF SAN MARCOS
247.	CITY OF SANGER
248.	CITY OF SANSOM PARK
249.	CITY OF SEABROOK
249.	CITY OF SEABROOK
250.	CITY OF SEAGOVILLE
251.	CITY OF SHERMAN

252	
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
275.	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
293.	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
302.	
	DECATUR ISD
304.	DENISON ISD
305.	DENTON COUNTY
306.	DENTON CNTY FWS DIST. # 1-A & #10
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.

gram	with Tarrant County
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

	·······
376.	JOSHUA ISD
377.	KARNES COUNTY
378.	KAUFMAN COUNTY
379.	Kaufman ISD
380.	Keller ISD
381.	KENNEDALE ISD
382.	KERENS ISD
383.	KINNEY COUNTY
384.	KRUM ISD
385.	LAKE DALLAS ISD
386.	LAKE WORTH ISD
387.	
388.	
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
416.	MONTGOMERY CNTY ESC 10
417.	MONTGOMERY CNTY HOSP DIST.
418.	MOUNT PLEASANT POLICE DEPT.
419.	MOUNT VERNON POLICE DEPT.
419.	NACOGDOCHES COUNTY
420.	NAVARRO COUNTY
421.	
	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
431.	OCHILTREE COUNTY
432.	OLTON POLICE DEPARTMENT
433.	ORANGE COUNTY
434.	ORANGE CNTY DRAINAGE DIST
435.	PALO PINTO COUNTY
436.	PANOLA COUNTY
437.	PARADISE ISD

438.	
438. 439.	PARKER COUNTY
	PARKER CNTY EMG SERV DISTRICT 1
440. 441.	PARMER COUNTY
	PASADENA ISD
442.	PLANO ISD
443.	POTTER COUNTY
444.	PUBLIC TRANSIT SVC OF MIN.WELLS
445.	QUINLAN ISD
446. 447.	RAINS COUNTY ESD #1
447. 448.	RANCHO VIEJO POLICE DEPT.
440. 449.	RANDALL COUNTY
449. 450.	RED OAK ISD RED RIVER COUNTY
450.	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.	
485.	TERRELL ISD
486.	
487. 488.	TEXAS A&M UNIV AT COMMERCE
400. 489.	TEXAS A&M UNIVERSITY-KINGSVILLE TEXAS A& M UNIVTEXARKANA
409.	TEXAS AC MI UNIV I EXARKANA TEXAS ALCOHOLIC BEVERAGE COMM.
490.	TEXAS ALCOHOLIC BEVERAGE COMM. TEXAS DEPT. OF PARK/WILDLIFE
491.	TEXAS DEPT. OF PARK/WILDLIFE TEXAS DEPT. OF PUBLIC SAFETY
492. 493.	TX TECH UNIV HEALTH SCI CTR EL PASO
493. 494.	TEXAS WOMAN'S UNIVERSITY
495.	THE WOODLANDS TOWNSHIP
496.	TITUS COUNTY
497.	TML MULTISTI. INTERGOV
498.	Tom Green County
499.	Town of Addison

500. TOWN OF ARGYLE 501. TOWN OF BARTONVILLE 502. TOWN OF DOUBLE OAK TOWN OF EDGECLIFF VILLAGE 503. 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>EXAMINATION OF EXISTING PREMISES</u>: It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based on the specifications, supplemented by the affecting conditions.
- 6. **<u>RISK</u>**: The work under this contract in every respect shall be at the risk of the Contractor until finished and accepted.
- 7. <u>EXECUTION, CORRECTION, AND INTENT OF DOCUMENTS</u>: The intent of the contract documents, plans and specifications is to describe the complete work to be performed under such contract. Unless otherwise provided, it is also the intent of the plans and specifications and contract documents that the respective Contractors(s) shall furnish all materials, supplies, tools, equipment, machinery, labor and supervision necessary for the prosecution and completion of the work in full compliance with the proposal, plans, specification and other documents.

#### 8. <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.

#### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 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.
- **9. LABOR**: Perform labor in a workmanlike manner by skilled electricians of their respective trades.
- **10.** <u>**TIME OF COMPLETION:**</u> Each Bidder shall state in his bid, in the space provided, the number of calendar days required from the date of receipt of "Notice to Proceed" to complete the work.
- **11.** <u>WORKMEN'S SAFETY</u>: The Contractor shall meet all safety and health regulations required by the Occupational Safety and Health Administration, Department of Labor and all state regulations dealing with occupational safety.
- **12.** <u>SALES TAX</u>: Contracts or subcontracts let on this project are exempt from the "Limited Sales Tax" of the State of Texas, and no provisions should be made in any bid for an amount to be used to pay such tax, either directly or indirectly.

#### 13. MATERIAL SUBSTITUTION:

- A. Where several materials are specified by name for one use, select for use of those specified. Wherever item or class of material is specified exclusively by trade name, manufacturer's name or catalog reference, use only such item unless written approval for substitution is secured.
- B. The Specifications specify the quality of the materials to be used. The method of fabrication and incorporation into the building shall be governed by the best known practices in each of the respective trades.

#### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 14. <u>CODE REQUIREMENTS</u>: The rules and regulations, ordinances and laws governing the installation of the work and/or equipment shall be in accordance with all regulations and codes of the Federal, State, and Municipal departments having jurisdiction, the National Board of Fire Underwriters, Factory Mutual Insurance, and Texas Engineering and Fire Prevention Bureau, and the local utility companies which are in force at the time of the execution of the work.
- **15. PROTECTION:** The Contractor shall provide and maintain all protections required by the governing laws, regulations, and ordinances. The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the Owner or to the work or materials installed and shall make good any loss, damage, or injury without cost to the owner.
- 16. **INDEMNIFICATION:** The Contractor agrees to fully indemnify and save whole and harmless the County of Tarrant from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, his agents, servants, and employees.

#### 17. 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.

#### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

#### 18. 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.

#### 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.).

#### SPECIAL CONDITIONS

#### TWCC Rule 110.110 Workers' Compensation Insurance Coverage

A. Definitions:

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

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

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

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

#### TWCC Rule 110.110 Workers' Compensation Insurance Coverage

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

#### TWCC Rule 110.110 Workers' Compensation Insurance Coverage

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

#### PREVAILING WAGE RATES

#### MINIMUM WAGE RATES:

- A. Attention is called to the Texas Government Code, Title 10 General Government, Subtitle F, Chapter 2258. This Article requires the Contractor and any subcontractor under him to pay not less than the prevailing rates per diem wages in the locality of the work at the time of construction to all laborers, workmen and mechanics employed by them in the execution of the Contract. Respondents should familiarize themselves with the entire provisions of this law and the penalties provided for its violation before submitting their proposals.
- B. For the work required of this project, the CONTRACTOR and all sub-contractors shall pay his/her employees the prevailing wage rates in accordance with the Texas Government Code, Chapter 2258. The prevailing wage rates determined applicable for projects are the current prevailing wage rate schedules of the United States Department of Labor adopted in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a, et. seq.) and its subsequent amendments. These prevailing wage rates can be obtained from the following web page: <a href="https://sam.gov/wage-determination/TX20230015/0">https://sam.gov/wage-determination/TX20230015/0</a> and search State of Texas, County

https://sam.gov/wage-determination/1X20230015/0 and search State of Texas, County of Tarrant.

- C. Any Contractor and any subcontractor under him to pay not less than the prevailing rates per diem wages in the locality of the work at the time of construction to all laborers, workmen and mechanics employed by them in the execution of the Contract. Respondents should familiarize themselves with the entire provisions of this law and the penalties provided for its violation before submitting their proposals.
- D. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the work at the time of construction.
- E. For overtime work and legal holidays, the hourly rate shall be one and one-half times the Basic Hourly Rate.
- F. The Contractor shall pay Tarrant County the amount of sixty dollars (\$60.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the stipulated rates for any work done under this Contract, by him or by any subcontractor under him.
- G. No portion of this provision shall be construed to prohibit the payment to any laborer, workman, or mechanic employed on the Work of more than the stated wage rate. It shall be the responsibility of the Contractor to maintain an adequate work force whether higher wages are required or not.

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.

#### **TECHNICAL SPECIFICATIONS**

#### I. INTRODUCTION

- A. Tarrant County Facilities Management is seeking vendors to bid on an annual agreement for electrical services for various buildings located in the downtown and suburban areas of Tarrant County. The term will be for twelve (12) months with two (2) additional twelve (12) month options for renewal.
- B. There will be multiple vendor awards on this contract all primary. The selection criteria will be based on a combination of hourly rates, parts mark-up, and availability of personnel to perform the work when needed.
- C. Tarrant County owns and operates downtown and suburban buildings that are occupied and must be kept running optimally. It is of vital importance to get contracted vendors to respond within one (1) hour after contact is made and arrangements made to service the building (see Attachment A for a list of buildings). The list is not all inclusive, and Tarrant County reserves the right to request services at other locations not listed, but located within Tarrant County.

#### II. SCOPE

- A. The successful bidder(s) will provide Electrical Services during regular business and non-business hours.
- B. Vendor <u>must</u> sign in upon arrival, and <u>must</u> sign out when leaving the job site on the vendor sign-in logs at every facility. Tarrant County will not sign vendor's service tickets or work orders; thereby unknowingly agreeing to any other terms and conditions that may be listed on said document.
- C. Tarrant County will pay for one (1) Journeyman and one (1) helper unless the vendor demonstrates to the County the need for additional personnel and receives prior approval from the County for the additional labor.
- D. Tarrant County reserves the right to redirect electricians who are already working on a Tarrant County property to a more critical issue at another Tarrant County location should the need arise.
- E. Selection of Vendor:
  - 1. In circumstances where the use of heavy equipment such as boom lifts, scissor lifts, forklifts and other aerial lifts, is required to perform a task, consideration will be given the vendor who has the best value to Tarrant County.

For Example: A contractor will need to rent equipment vs. another contractor who owns their equipment and the cost is lower to pay contractor rate vs. renting equipment from an outside agency, Tarrant County may elect to hire the contractor who owns their own equipment.

- 2. Tarrant County reserves the right to use other vendors when the response time is not met, the quality of work is unacceptable to Tarrant County, the number of hours estimated is considered excessive, or the number of personnel required to perform the work on a project is determined to be excessive.
- 3. If Tarrant County and the Electrical Services Contractor cannot agree on the number of hours and/or personnel required to complete a project under this contract, Tarrant County reserves the right to move on to another contractor.
- F. Subcontracting:
  - 1. 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.
  - 2. Should sub-contracting be required, the vendor must first obtain approval of Owner prior to any work being performed by a sub-contractor.
- G. Tarrant County reserves the right to solicit separate bids for all individual electrical projects that may exceed \$25,000; but not limited to. Payment Bonds will be required for any job at the \$100,000 and over threshold.
- H. <u>Permit</u>: Should a job request or project request require the County's Contractor to pull a permit from the city having jurisdiction, the Contractor shall apply for and secure such permit <u>prior to the start of work</u> on the project requiring the permit. In no case, will the Contractor submit an invoice for work completed when a permit was required for any job request or project request and said permit was not first obtained by the Contractor.
- I. <u>Vendor Back-Up Documentation</u>: Successful vendor(s) must provide back-up documentation for each invoice for auditing purposes. Contractor shall attach Service Tickets with labor hours and supplier invoices for goods purchased and provide Tarrant County with the markup, excluding typical truck stock. The County reserves the right to request back-up documentation for truck stock items.

#### III. QUALIFICATIONS:

- A. Electrical:
  - 1. Contractor should submit, WITH BID, written proof of having a minimum of five (5) years' experience as a locally licensed contractor.
  - 2. Contractor shall be sufficiently staffed to respond within one (1) hour after receipt of a call for service from official Tarrant County representatives.

- 3. Submit, WITH BID, a list of all licensed journeyman electricians, master electrician, helper, etc. that may be utilized in the execution of this contract, along with copies of their licenses and other credentials needed for the completion of work under this contract.
  - a. The awarded contractor will be required, on an annual renewal basis, to submit any changes in personnel and go through the process of completing the background checks so this staff can be utilized when needed for Tarrant County work.
- 4. Contractor should submit, WITH BID, a copy of their lockout/tagout procedure (Reference: OSHA Reg. 29 CFR 1910.147).
- 5. Contractor is to provide a list of owned equipment, by completing "Price Form – Equipment List". Some descriptions of equipment have been listed and blank spaces have been provided for other owned equipment.
  - a. Any equipment not listed on "Price Form Equipment List", will require prior approval of Owner, before work may begin.
  - b. Tarrant County will not pay for rental equipment not being utilized.
  - c. Tarrant County will not be charged a percentage (%) mark-up on any rental equipment the Contractor may rent and utilize under this Annual Contract.
- 6. \*A minimum of one (1) journeyman licensed electrician must be on-site during any repair or installation.
  - a. Contractor must obtain prior approval from Owner, if they believe that they will require additional labor to complete a job, prior to incurring that cost.
  - b. \*The County reserves the right to question invoices which include labor hours for more than one (1) journeyman and/or helper. Contractor shall not send additional journeyman and or helpers to do the work when the work does not justify the additional labor.

#### IV. INVOICING

A. All invoices are to be sent to the Tarrant County Facilities Management Office at <u>TCFMInvoices@tarrantcounty.com</u>. It will be time/date stamped and will be forwarded to the appropriate building manager to complete the requisition.

Invoices are to include service tickets with labor hours and supplier invoices for goods purchased. Contractor shall attach invoices for anything they purchase and provide the County with a markup, excluding typical truck stock.

B. Tarrant County reserves the right to request supporting documents for typical truck stock items, as necessary. If there are questions or discrepancies about an invoice or some other document that has been submitted with invoice, vendor will be contacted by a member of the Facilities Management Staff.

- C. Priority must be given to correcting invoices, or providing the additional information, when contacted by Facilities Management Staff in a timely manner or within one (1) to two (2) days after a request has been made by Facilities Management Staff.
- D. All invoices must be dated for the same month the invoice is being submitted. All invoices must specify date of service and be accompanied by a work order or job ticket. Tarrant County Facilities Management will <u>not</u> sign work order or job tickets; thereby unknowingly agreeing to any other terms and conditions that may be listed on their sign-in sheets.
- E. Vendor shall not charge Tarrant County a separate "trip charge" or "truck charge" or "service call" on any project performed under this Annual Contract. Vendor's time shall not start until such time as the vendor has arrived on-site to start the project and shall be billed in quarter (1/4) hour increments.
  - NOTE: Time spent by the contractor loading or unloading their trucks (WHILE NOT ON COUNTY PROPERTY) for a service is not billable.
- F. <u>**TRAVEL TIME**</u> will be allowed, up to one (1) hour when a job has started at a Tarrant County facility and Contractor must make a trip to the parts warehouse for additional parts to finish the job that was started. A receipt for parts retrieved from a parts warehouse <u>must</u> accompany any invoice which bills for travel time no exceptions!
  - a. Tarrant County reserves the right to ask for verification of distance traveled to accompany any invoices with travel time.
- G. The County will not reimburse for parking expenses. There is limited vendor parking available on a first come first service basis offered by the County.
- H. Warranty Equipment will require original equipment manufacturer (OEM) parts only.



### **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 mix of Contrast and Culture TARRANT CO	UNTY VIEW (1995) 100 E. Weather ford Street Fort Words, Data * 2005 817-884-111
Welcome to TVORS! Vendors that would like to receive bid opportunities fro encouraged to register in TVORS. Vendors are responsi information current in TVORS so as to facilitate bid not County. Changes to TVORS contact information DOES NOT Purchase Order or Remit To addresses.	ible to keep contact Vendor Online Registration System ifications from Tarrant
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:
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!** 

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# 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 32 OF R	FB NO. 2023-074



# Did you sign and submit all required forms? If not, your Bid will be rejected!

#### **COMPANY IS:**

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

Unique Entity Identifier (UEI) Number:

### 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>87<sup>th</sup> 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>87<sup>th</sup> 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 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

#### 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.	<b><u>References</u></b> . Bidder has provided references, other than Tarrant <b>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><u>Signatures</u></b> . All forms requiring a signature must be signed. Bids not signed will be rejected.		
	3.	<b>Price Forms.</b> All sections of Price Forms have been completed.		
	4.	Bidder has acknowledged Secondary/Alternate Award and Cooperative Purchasing opportunities in the Special Terms and Conditions on pages 7 and 8.		
	5.	<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.		
	6.	<b>Addenda.</b> 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.

- ltems 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).

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

#### **PRICE FORM - HOURLY RATES**

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE		
1	Licensed Journeyman - Hourly Rate - Normal Business Hours Monday - Friday 8:00am - 5:00pm	\$	x 700 =	= \$		
2	Helper - Hourly Rate - Normal Business Hours Monday - Friday 8:00am - 5:00pm	\$	x 500 =	= \$		
3	Licensed Journeyman - Hourly Rate - After Hours Monday - Friday 5:01pm - 7:59am and Weekends	\$;	x 1 =	= \$		
4	Helper - Hourly Rate - After Hours Monday - Friday 5:01pm - 7:59am and Weekends	\$;	x 1 =	= \$		
5	Licensed Journeyman - Hourly Rate - Holidays Contractor Recognized Holidays	\$;	x 1 =	= \$		
	BIDDERS MUST BID ALL ITEMS					
ļ	ALL LABOR/DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVICE CALL COSTS TO BE INCLUDED IN UNIT PRICING					

#### PRICE FORM - HOURLY RATES

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE		
6	Helper - Hourly Rate - Holidays Contractor Recognized Holidays	\$	x 1 = \$	δ		
	Percent Mark Up for Parts Used During Repairs:			%		
	Standard Response Time:		/hours			
	Emergency Response Time:		/hour	S		
	Emergency Response Call Fee: \$					
	Minimum Number of Hours per Service Call:		/h	ours		
	No Mark Up is to be applied to rental equipment used under this equipment.					
Contracted vendors will be asked on occasion to submit estimates. All estimates must reference this RFB No. 2023-074 and the statement: "Services will be billed based on contract pricing terms, for time material, and markup". Contractors will be required to only invoice for actual hours worked.						
	BIDDERS MUST BID ALL ITEMS					
	ALL LABOR/DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVI	CE CALL COSTS TO	BE INCLUDED IN U	NIT PRICING		

#### **PRICE FORM - EQUIPMENT LIST**

ITEM NO.	EQUIPMENT DESCRIPTION	HOURLY	DAILY
to be	shall list in the spaces provided below, the description of other pieces of equip charged to Tarrant County for the use of this equipment on any given project. A roved by Tarrant County Facilities Management before work may begin. Vendor regularly needed on service calls.	Any equipment not listed h	ere must be first
1	Lift		
2	Bucket Truck		
3	Aerial Platform Lift		
4	Lift 30 Foot		
5	Lift 60 Foot		
6			
7			
8			
9			
	BIDDERS MUST BID ALL ITEMS		
А	LL DELIVERY/FREIGHT/TRAVEL/FUEL/MATERIAL/SERVICE CALL COSTS	6 TO BE INCLUDED IN U	NIT PRICING



