



Company Name:

TARRANT COUNTY
PURCHASING DEPARTMENT

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

CHRIS LAX, CPSM, CPSD, CPCP
ASSISTANT PURCHASING AGENT

RFB NO. 2023-087

**REQUEST FOR BID
FOR
ANNUAL CONTRACT
FOR
CEMENT SLURRY AND CEMENTITIOUS
SLURRY PRODUCTS**

**BIDS DUE MARCH 6, 2023
2:00 P.M. CST**

RFB NO. 2023-087

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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.

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| <p style="text-align: center;">ANNUAL CONTRACT FOR CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS</p> |
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Tarrant County is requesting bids for the **ANNUAL CONTRACT FOR CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS, COUNTYWIDE**. 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 MARCH 6, 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:

**ANNUAL CONTRACT FOR
CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS**

EMILY SALTER, 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, Friday, February 24, 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 Emily Salter, Senior Buyer, via fax at **817-884-2629** or, if unable to fax, emailed to BidQuestions-RSVP@tarrantcounty.com

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

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

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of 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 SAP-invoices@tarrantcounty.com. In accordance with the Prompt Payment Act, it is the intention of Tarrant County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Tarrant County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

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

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

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.

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| ANNUAL CONTRACT FOR CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS |
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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.

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

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

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

**ANNUAL CONTRACT FOR
CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS**

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.

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| <p style="text-align: center;">ANNUAL CONTRACT FOR CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS</p> |
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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 **packing list** must accompany each shipment and must include but is not limited, to the following:

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

**ANNUAL CONTRACT FOR
CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS**

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS:** 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. **Prices must remain firm for the entire contract.**

2. **RENEWAL OPTIONS:** Tarrant County reserves the right to exercise an option to renew the contract of the Vendor for 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. **SECONDARY/ALTERNATE AWARD:** 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

**ANNUAL CONTRACT FOR
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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. **COOPERATIVE PURCHASING**: 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 pricing would apply? **A "NO" answer could result in complete rejection of the bid.**

_____Yes _____No

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

ANNUAL CONTRACT FOR CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS

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. AUBREY ISD | 79. CITY OF BROWNWOOD | 142. CITY OF GODLEY |
| 17. AZLE ISD | 80. CITY OF BRYAN | 143. CITY OF GRANBURY |
| 18. BAILEY COUNTY | 81. CITY OF BUDA | 144. CITY OF GRAND PRAIRIE |
| 19. BASTROP COUNTY | 82. CITY OF BURKBURNETT | 145. CITY OF GRAND SALINE |
| 20. BASTROP ISD | 83. CITY OF BURLESON | 146. CITY OF GRAPEVINE |
| 21. BEAUMONT ISD | 84. CITY OF CADDO MILLS | 147. CITY OF GREENVILLE |
| 22. BELL COUNTY | 85. CITY OF CANTON | 148. CITY OF GUN BARRELL CITY |
| 23. BENBROOK WATER AUTHORITY | 86. CITY OF CARROLLTON | 149. CITY OF HALTOM CITY |
| 24. BETHANY SPEC UTILITY DIST | 87. CITY OF CASTLE HILLS | 150. CITY OF HARLINGEN |
| 25. BEXAR COUNTY | 88. CITY OF CEDAR HILL | 151. CITY OF HASLET |
| 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. CAMERON COUNTY | 104. CITY OF CORSICANA | 167. CITY OF JEFFERSON |
| 42. CANTON ISD | 105. CITY OF CROWLEY | 168. CITY OF JUSTIN |
| 43. CANYON ISD | 106. CITY OF CUMBY | 169. CITY OF KATY |
| 44. CARROLL ISD | 107. CITY OF DALWORTHINGTON GRDN | 170. CITY OF KEENE |
| 45. CARROLLTON-FARMERS BRANCH ISD | 108. CITY OF DE LEON | 171. CITY OF KELLER |
| 46. CASTLEBERRY ISD | 109. CITY OF DECATUR | 172. CITY OF KENNEDALE |
| 47. CEDAR HILL ISD | 110. CITY OF DEER PARK | 173. CITY OF KERMIT |
| 48. CHAMBERS COUNTY | 111. CITY OF DENISON | 174. CITY OF KILLEEN |
| 49. CHEROKEE COUNTY | 112. CITY OF DENTON | 175. CITY OF KINGSVILLE |
| 50. CITY OF ALEDO | 113. CITY OF DESOTO | 176. CITY OF KRUM |
| 51. 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. CITY OF LINDALE |
| 63. CITY OF BANGS | 126. CITY OF FERRIS | 189. CITY OF LITTLE ELM |

ANNUAL CONTRACT FOR CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

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|------|-------------------------------|------|-----------------------------------|------|-------------------------------------|
| 190. | CITY OF LITTLEFIELD | 252. | CITY OF SOUR LAKE | 314. | EASTLAND COUNTY |
| 191. | CITY OF LIVE OAK | 253. | CITY OF SOUTHLAKE | 315. | ECTOR COUNTY |
| 192. | CITY OF LUBBOCK | 254. | CITY OF SOUTHMAYD | 316. | ECTOR COUNTY ISD |
| 193. | CITY OF LUCAS | 255. | CITY OF SPRING VALLEY VILLAGE | 317. | EDDY COUNTY, NM |
| 194. | CITY OF LUFKIN | 256. | CITY OF SPRINGTOWN | 318. | EL PASO COUNTY |
| 195. | CITY OF LUMBERTON | 257. | CITY OF STEPHENVILLE | 319. | EL PASO CNTY HOSP DIST DBA... |
| 196. | CITY OF MANSFIELD | 258. | CITY OF SULPHUR SPRINGS | 320. | ELECTRA ISD |
| 197. | CITY OF MARSHALL | 259. | CITY OF TAFT | 321. | ELLIS COUNTY |
| 198. | CITY OF MCALLEN | 260. | CITY OF TAYLOR | 322. | ERATH COUNTY |
| 199. | CITY OF MCKINNEY | 261. | CITY OF TEMPLE | 323. | EVERMAN ISD |
| 200. | CITY OF MELISSA | 262. | CITY OF TERRELL | 324. | FANNIN COUNTY |
| 201. | CITY OF MERKEL | 263. | CITY OF TEXARKANA, AR | 325. | FARMERSVILLE ISD |
| 202. | CITY OF MESQUITE | 264. | CITY OF TEXARKANA, TX | 326. | FLOYD COUNTY |
| 203. | CITY OF MIDLAND | 265. | CITY OF THE COLONY | 327. | FORNEY ISD |
| 204. | CITY OF MIDLOTHIAN | 266. | CITY OF TYLER | 328. | FORT BEND COUNTY |
| 205. | CITY OF MINEOLA | 267. | CITY OF UNIVERSAL CITY | 329. | FORT BEND COUNTY ESD#2 & #7 |
| 206. | CITY OF MINERAL WELLS | 268. | CITY OF UNIVERSITY PARK | 330. | FORT WORTH HOUSING AUTHORITY |
| 207. | CITY OF MORGAN'S POINT RESORT | 269. | CITY OF VAN ALSTYNE | 331. | FORT WORTH ISD |
| 208. | CITY OF MURPHY | 270. | CITY OF VENUS | 332. | FORT WORTH TRANSP AUTHORITY |
| 209. | CITY OF NACOGDOCHES | 271. | CITY OF VERNON | 333. | FRANKLIN COUNTY |
| 210. | CITY OF NEDERLAND | 272. | CITY OF WACO | 334. | FREESTONE COUNTY |
| 211. | CITY OF NEW BRAUNFELS | 273. | CITY OF WATAUGA | 335. | FRISCO ISD |
| 212. | CITY OF NORTH RICHLAND HILLS | 274. | CITY OF WAXAHACHIE | 336. | GLASSCOCK COUNTY |
| 213. | CITY OF ODESSA | 275. | CITY OF WEATHERFORD | 337. | GOLIAD COUNTY |
| 214. | CITY OF OVILLA | 276. | CITY OF WESTWORTH VILLAGE | 338. | GONZALES COUNTY |
| 215. | CITY OF PALESTINE | 277. | CITY OF WHITE SETTLEMENT | 339. | GRAND PRAIRIE ISD |
| 216. | CITY OF PARKER | 278. | CITY OF WHITESBORO | 340. | GRANDVIEW POLICE DEPT. |
| 217. | CITY OF PASADENA | 279. | CITY OF WHITEWRIGHT | 341. | GRAPEVINE\COLLEYVILLE ISD |
| 218. | CITY OF PELICAN BAY | 280. | CITY OF WILLS POINT | 342. | GRAYSON COLLEGE |
| 219. | CITY OF PERRYTON | 281. | CITY OF WILMER | 343. | GRAYSON COUNTY |
| 220. | CITY OF PHARR | 282. | CITY OF WINNSBORO | 344. | GREENVILLE ISD |
| 221. | CITY OF PLANO | 283. | CITY OF WYLIE | 345. | GREGG COUNTY |
| 222. | CITY OF PORT ISABEL | 284. | CLAY COUNTY | 346. | GRIMES COUNTY |
| 223. | CITY OF POTEET | 285. | CLEAR CREEK ISD | 347. | GUADALUPE COUNTY |
| 224. | CITY OF POTTSBORO | 286. | CLEBURNE ISD | 348. | HARDIN COUNTY |
| 225. | CITY OF PRINCETON | 287. | COCHRAN COUNTY | 349. | HARRIS-FORT BEND EMG Svcs Dist #100 |
| 226. | CITY OF QUINLAN | 288. | COLLIN COUNTY | 350. | HARRIS COUNTY |
| 227. | CITY OF RALLS | 289. | COLLIN COUNTY COMM COLL DIST. | 351. | HARRIS CTY EMG Svcs DIST. #7 ETC |
| 228. | CITY OF RED OAK | 290. | COLORADO COUNTY | 352. | HARRISON COUNTY |
| 229. | CITY OF RHOME | 291. | COMAL COUNTY | 353. | HAWKINS ISD |
| 230. | CITY OF RICHARDSON | 292. | COMMUNITY HEALTHCORE | 354. | HAYS COUNTY |
| 231. | CITY OF RICHLAND HILLS | 293. | COOKE COUNTY | 355. | HEART OF TX REG MHMR CENTER |
| 232. | CITY OF RIO GRANDE CITY | 294. | COPPELL ISD | 356. | HENDERSON COUNTY |
| 233. | CITY OF RIVER OAKS | 295. | CORYELL COUNTY | 357. | HEREFORD ISD |
| 234. | CITY OF ROANOKE | 296. | COTTONDALE VOL FIRE DEPT | 358. | HIGHLAND PARK ISD |
| 235. | CITY OF ROBINSON | 297. | CROWLEY ISD | 359. | HILL COUNTY |
| 236. | CITY OF ROCKWALL | 298. | DALLAS COUNTY | 360. | HOOD COUNTY |
| 237. | CITY OF ROUND ROCK | 299. | DALLAS CNTY UTIL & RECLAM. DIST. | 361. | HOPKINS COUNTY |
| 238. | CITY OF ROWLETT | 300. | DFW INT'L AIRPORT BOARD | 362. | HOUSING AUTH OF CITY OF AUSTIN |
| 239. | CITY OF ROYSE CITY | 301. | DALLAS ISD | 363. | HUMBLE ISD |
| 240. | CITY OF RUNAWAY BAY | 302. | DAWSON COUNTY | 364. | HUNT COUNTY |
| 241. | CITY OF RUSK | 303. | DECATUR ISD | 365. | HURST EULESS BEDFORD ISD |
| 242. | CITY OF SACHSE | 304. | DENISON ISD | 366. | HUTCHINSON COUNTY |
| 243. | CITY OF SAGINAW | 305. | DENTON COUNTY | 367. | IDEA PUBLIC SCHOOLS |
| 244. | CITY OF SAN ANGELO | 306. | DENTON CNTY FWS DIST. # 1-A & #10 | 368. | IRVING ISD |
| 245. | CITY OF SAN BENITO | 307. | DENTON ISD | 369. | JACK COUNTY |
| 246. | CITY OF SAN MARCOS | 308. | DESOTO ISD | 370. | JASPER COUNTY |
| 247. | CITY OF SANGER | 309. | DIANA SPECIAL UTILITY DISTRICT | 371. | JEFFERSON COUNTY |
| 248. | CITY OF SANSOM PARK | 310. | DUNCANVILLE ISD | 372. | JEFFERSON CNTY DRIN. DIST. #7 |
| 249. | CITY OF SEABROOK | 311. | DUVAL COUNTY | 373. | JIM WELLS COUNTY |
| 250. | CITY OF SEAGOVILLE | 312. | EAGLE MOUNTAIN-SAGINAW ISD | 374. | JOHNSON COUNTY |
| 251. | CITY OF SHERMAN | 313. | EAST TEXAS COUNCIL OF GOVS. | 375. | JOHNSON COUNTY SUD |

ANNUAL CONTRACT FOR CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

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|------|-------------------------------|------|-------------------------------------|------|----------------------------------|
| 376. | JOSHUA ISD | 438. | PARKER COUNTY | 500. | TOWN OF ARGYLE |
| 377. | KARNES COUNTY | 439. | PARKER CNTY EMG SERV DISTRICT 1 | 501. | TOWN OF BARTONVILLE |
| 378. | KAUFMAN COUNTY | 440. | PARMER COUNTY | 502. | TOWN OF DOUBLE OAK |
| 379. | KAUFMAN ISD | 441. | PASADENA ISD | 503. | TOWN OF EDGECLIFF VILLAGE |
| 380. | KELLER ISD | 442. | PLANO ISD | 504. | TOWN OF FAIRVIEW |
| 381. | KENNEDALE ISD | 443. | POTTER COUNTY | 505. | TOWN OF FLOWER MOUND |
| 382. | KERENS ISD | 444. | PUBLIC TRANSIT SVC OF MIN.WELLS | 506. | TOWN OF HICKORY CREEK |
| 383. | KINNEY COUNTY | 445. | QUINLAN ISD | 507. | TOWN OF HIGHLAND PARK |
| 384. | KRUM ISD | 446. | RAINS COUNTY ESD #1 | 508. | TOWN OF LAKESIDE |
| 385. | LAKE DALLAS ISD | 447. | RANCHO VIEJO POLICE DEPT. | 509. | TOWN OF LITTLE ELM |
| 386. | LAKE WORTH ISD | 448. | RANDALL COUNTY | 510. | TOWN OF NORTHLAKE |
| 387. | LAMAR COUNTY | 449. | RED OAK ISD | 511. | TOWN OF PANTEGO |
| 388. | LAMB COUNTY | 450. | RED RIVER COUNTY | 512. | TOWN OF PECOS CITY |
| 389. | LAMPASAS COUNTY | 451. | REFUGIO COUNTY | 513. | TOWN OF PONDER |
| 390. | LAVON POLICE DEPARTMENT | 452. | REG 9 Ed SVCE CENTER OF WICHITA | 514. | TOWN OF PROSPER |
| 391. | LEON COUNTY | 453. | REGION 11 EDU SERVICE CENTER | 515. | TOWN OF PROVIDENCE VILLAGE |
| 392. | LEONARD ISD | 454. | RICHARDSON ISD | 516. | TOWN OF SUNNYVALE |
| 393. | LEWISVILLE ISD | 455. | ROBERTSON COUNTY | 517. | TOWN OF TROPHY CLUB |
| 394. | LIBERTY COUNTY | 456. | ROCKWALL COUNTY | 518. | TOWN OF WESTLAKE |
| 395. | LIMESTONE COUNTY | 457. | ROUND ROCK ISD | 519. | TOWN OF WESTOVER HILLS |
| 396. | LITTLE ELM ISD | 458. | SAM RAYBURN ISD | 520. | TRAVIS COUNTY |
| 397. | LOVEJOY ISD | 459. | SAN JACINTO COM COLL DIST. | 521. | TRAVIS CNTY EMG SVCS DIST No.6 |
| 398. | LOWRY CROSSING VOL FIRE DEPT. | 460. | SAN PATRICIO COUNTY | 522. | TRAVIS CNTY HEALTHCARE DISTRICT |
| 399. | LUBBOCK COUNTY | 461. | SCHLEICHER COUNTY | 523. | TRINITY RIVER AUTHORITY |
| 400. | MANSFIELD ISD | 462. | SEABROOK VOL FIRE DEPT. | 524. | TYLER JUNIOR COLLEGE |
| 401. | MAVERICK COUNTY | 463. | SR. CYR RES &PUBLIC...HUNT CNTY | 525. | U.S. MARSHALS SERVICE |
| 402. | MCKINNEY ISD | 464. | SEVEN POINTS FIRE RESCUE | 526. | UNIVERSITY OF NORTH TEXAS |
| 403. | MCLENNAN COUNTY | 465. | SHERMAN ISD | 527. | UNIV OF N. TX HEALTH SCIENCE CTR |
| 404. | MCLENNAN COMM. COLLEGE | 466. | SMITH COUNTY | 528. | UNIVERSITY OF TEXAS AT ARLINGTON |
| 405. | MARILEE SPECIAL UTILITY DIST. | 467. | SPRINGTOWN ISD | 529. | UNIVERSITY OF TEXAS AT DALLAS |
| 406. | MEDINA VALLEY ISD | 468. | SOUTH MONTGOMERY FIRE DEPT | 530. | UNIV OF TX MD AND. CANCER CTR |
| 407. | MHMR OF TARRANT COUNTY | 469. | SOUTH TEXAS COLLEGE | 531. | UPPER TRINITY REG WATER DIST. |
| 408. | MIDLAND COUNTY | 470. | SPAN, INC. | 532. | UPSHUR COUNTY |
| 409. | MIDLAND ISD | 471. | STARR COUNTY | 533. | UPTON COUNTY |
| 410. | MIDWAY ISD | 472. | STEPHENS COUNTY | 534. | VAL VERDE COUNTY |
| 411. | MILAM COUNTY | 473. | STERLING COUNTY | 535. | VAN ALSTYNE ISD |
| 412. | MILLS COUNTY | 474. | STONEWALL COUNTY | 536. | VAN ZANDT COUNTY |
| 413. | MITCHELL COUNTY | 475. | TARLETON STATE UNIVERSITY | 537. | VERNON ISD |
| 414. | MONAHANS WICKETT PYOTE ISD | 476. | TARRANT APPRAISAL DISTRICT | 538. | VICTORIA COUNTY |
| 415. | MONTGOMERY COUNTY | 477. | TARRANT CNTY 9-1-1 EMG ASS DIST | 539. | WACO ISD |
| 416. | MONTGOMERY CNTY ESC 10 | 478. | TARRANT COUNTY COLLEGE DIST. | 540. | WALKER COUNTY |
| 417. | MONTGOMERY CNTY HOSP DIST. | 479. | TARRANT CTY EMG SVCS DISTRICT 1 | 541. | WALLER COUNTY |
| 418. | MOUNT PLEASANT POLICE DEPT. | 480. | TARRANT COUNTY HOSP DIST | 542. | WARD COUNTY |
| 419. | MOUNT VERNON POLICE DEPT. | 481. | TARRANT CTY WORKFORCE DEV Bd | 543. | WAXAHACHIE ISD |
| 420. | NACOGDOCHES COUNTY | 482. | TARRANT REGIONAL WATER DIST | 544. | WEATHERFORD COLLEGE |
| 421. | NAVARRO COUNTY | 483. | TAYLOR COUNTY | 545. | WEATHERFORD ISD |
| 422. | NEVADA VOL. FIRE DEPT. | 484. | TEMPLE COLLEGE | 546. | WEBB CONSOLIDATED ISD |
| 423. | NEW CANEY ISD | 485. | TERRELL ISD | 547. | WEST TEXAS A&M UNIVERSITY |
| 424. | NOLAN COUNTY | 486. | TEXARKANA ISD | 548. | WESTMINSTER FIRE DEPT. |
| 425. | NORMANGEE ISD | 487. | TEXAS A&M UNIV AT COMMERCE | 549. | WESTON VOLUNTEER FIRE DEPT |
| 426. | NORTH CENTRAL TX CNCL OF GOVS | 488. | TEXAS A&M UNIVERSITY-KINGSVILLE | 550. | WHITE SETTLEMENT ISD |
| 427. | NORTH TX MUNICIPAL WATER DIST | 489. | TEXAS A&M UNIV.-TEXARKANA | 551. | WILLIAMSON COUNTY |
| 428. | NORTH TEXAS TOLLWAY AUTH | 490. | TEXAS ALCOHOLIC BEVERAGE COMM. | 552. | WILLIAMSON CNTY EMG SVCS DIST #3 |
| 429. | NORTHWEST ISD | 491. | TEXAS DEPT. OF PARK/WILDLIFE | 553. | WILSON COUNTY |
| 430. | NUECES COUNTY | 492. | TEXAS DEPT. OF PUBLIC SAFETY | 554. | WINKLER COUNTY |
| 431. | OCHILTREE COUNTY | 493. | Tx TECH UNIV HEALTH Sci CTR EL PASO | 555. | WINNSBORO HOUSING AUTHORITY |
| 432. | OLTON POLICE DEPARTMENT | 494. | TEXAS WOMAN'S UNIVERSITY | 556. | WINNSBORO ISD |
| 433. | ORANGE COUNTY | 495. | THE WOODLANDS TOWNSHIP | 557. | WISE COUNTY |
| 434. | ORANGE CNTY DRAINAGE DIST | 496. | TITUS COUNTY | 558. | WOOD COUNTY |
| 435. | PALO PINTO COUNTY | 497. | TML MULTIStI. INTERGOV.... | 559. | YMCA OF METROPOLITAN DALLAS |
| 436. | PANOLA COUNTY | 498. | TOM GREEN COUNTY | 560. | YOUNG COUNTY |
| 437. | PARADISE ISD | 499. | TOWN OF ADDISON | 561. | ZAPATA COUNTY |

**ANNUAL CONTRACT FOR
CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS**

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5. MINIMUM INSURANCE REQUIREMENTS:

- A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.
- 1) Workers' Compensation/Employer's Liability
 - a. Worker's Compensation — statutory
 - b. Employer's Liability — \$500,000
 - 2) Commercial General Liability:
 - a. Bodily Injury/Personal Injury/Property Damage —
\$1,000,000 per occurrence/\$2,000,000 aggregate
 - 3) Auto Liability:
 - a. Combined Single Limit (CSL) — \$500,000 per occurrence
- B. Tarrant County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.
- C. Required Provisions:
- 1) Proof of Carriage of Insurance – All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.
 - 2) All Certificates shall provide Tarrant County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
 - 3) As to all applicable coverage, policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
 - 4) All copies of the Certificates of Insurance shall reference the project name and solicitation number for which the insurance is being supplied.
 - 5) Vendor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
 - 6) If applicable, the Vendor is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

**ANNUAL CONTRACT FOR
CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS**

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.

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| <p style="text-align: center;">ANNUAL CONTRACT FOR CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS</p> |
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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.).

**ANNUAL CONTRACT FOR
CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS**

BOND REQUIREMENTS

Bid Bond

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

Power of Attorney

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

Payment Bond and Performance Bond shall be as follows:

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

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

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

Note: Payment Bond requirements shall apply to per project basis.

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.

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| <p style="text-align: center;">ANNUAL CONTRACT FOR CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS</p> |
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Evaluation Criteria will include, but is not limited to the following:

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

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

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

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| ANNUAL CONTRACT FOR CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS |
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TECHNICAL SPECIFICATIONS

I. SCOPE:

- A. Tarrant County is seeking bids to establish an annual contract for the purchase, delivery and placement of cement slurry and/or cementitious slurry products as described in the following specification on an as-needed basis.
- B. All bids submitted must include materials, delivery and placement (spreading) of the cement slurry and cementitious slurry products at the various job sites located within Tarrant County by the awarded vendor.
- C. Tarrant County reserves the right to bid out any individual projects that exceed \$50,000.00.

II. CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS:

- A. Cement must conform to DMS-4600 “Hydraulic Cement”. Cement must be stored to prevent moisture damage. Cement may not be used if it has become caked due to moisture absorption. Cement may not be used that contains lumps or foreign matter of a nature and in amounts that may be deleterious to the mixing operations.
- B. Supplementary Cementitious Materials (SCMs) must conform to the following TxDOT Departmental Material Specifications (DMS):
 - 1. Fly Ash must conform to DMS-4610 “Fly Ash”
 - 2. Ultra-Fine Fly Ash (UFFA) must conform to DMS-4610 “Fly Ash”
 - 3. Ground Granulated Blast Furnace Slag (GGBFS) must conform to DMS-4620 “Ground Granulated Blast Furnace Slag” Grade 100 or 120.
 - 4. Silica Fume must conform to DMS-4630 “Silica Fume”
 - 5. Metakaolin must conform to DMS-4635 “Metakaolin.”
 - 6. Alkali By-Pass Dust (ABD) must conform to current TxDOT Departmental Material Specification (DMS).
- C. Mixing water must be free of oils, acids, organic matter, or other deleterious substances. Water shall meet requirement found in table 1 & table 2 of TxDOT item 421, Hydraulic Cement Concrete.
- D. Slurry shall meet the following physical requirements:
 - 1. Percent solids shall be 55% (min) as measured by TEX-103-E, Part 1.
 - 2. Viscosity shall be a minimum of 60 seconds as measured by TEX-130-E, Part IV (Test will be performed 30 minutes after batching with a minimum 60 second flow rate). Additionally, using a glass breaker or jar, a 500cc portion of the cement slurry or cementitious product should be removed from the middle of the load and allowed to sit without agitation or vibration at ambient temperature for 30 minutes. Little or no separation of liquid and solids should occur.
 - 3. Slurry must have a minimum four-hour useable life after being batched.

**ANNUAL CONTRACT FOR
CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS**

TECHNICAL SPECIFICATIONS

4. Slurry must not exceed 120 degrees prior to placement.
- E. The cement slurry and/or cementitious slurry materials shall be mixed using high energy static mixing technology.
 1. All mechanical mixing shall be pump driven, and not rely on lime-slaking equipment, paddle mixers or similar mixing equipment.
 2. Batching of material must be performed at a permanent plant site.
 3. No site mixing, or batching will be allowed.
- F. All constituent raw material(s) contained within the cement slurry and/or cementitious slurry products must be individually weighed on certified scales and batched immediately prior to delivery and placement.
 1. Tickets must be generated through the function of the calibrated plant scales and must document the amount of cementitious product in a dry ton mass, and the time the Slurry is batched.
 2. Scale certification reports must be immediately available upon request by Tarrant County.

III. DELIVERY OF CEMENT SLURRY AND/OR CEMENTITIOUS SLURRY PRODUCTS:

- A. Delivery shall be performed by a tank vehicle that does not recirculate or agitate the material by any other means other than the motion of the vehicle in normal movement.
- B. Application of the material will be through a gravity fed spreader type bar, or tube that dispenses the material in a uniformed manner, behind the vehicle.
- C. Delivery time is important to Tarrant County and will be considered each time an order is placed.
 1. Delivery of the material must be made within 2 hours of batching.
 2. Should a delivery to the project site become delayed more than two (2) hours from batching, the project manager of the jobsite receiving delivery may reject the delivery at no expense to the County.
- D. Vendor must allow a minimum of one (1) hour wait time once delivery vehicle arrives on Tarrant County Job site before any demurrage charges are accrued.

IV. PLACEMENT OF CEMENT SLURRY OR CEMENTITIOUS SLURRY PRODUCTS:

- A. Vendor shall be solely responsible for uniform placement and distribution of cement slurry or cementitious slurry products at the Tarrant County job site as directed by the on-site Tarrant County Supervisor.
- B. Tarrant County shall be responsible for mixing of the cement slurry and/or cementitious slurry products once placed (spread) by the vendor.

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| ANNUAL CONTRACT FOR CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS |
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TECHNICAL SPECIFICATIONS

V. PRICING:

- A. Pricing provided on the bid price forms must be per dry ton (delivered) of cement and/or cementitious material in the load of Slurry.
- B. Delivery Charges
 - 1. All delivery charges are considered subsidiary to material price for any location within Tarrant County.
- C. Demurrage Charges
 - 1. Bidder must provide hourly demurrage rate in the spaces provided on the Price Form.
 - 2. Tarrant County shall approve or disapprove all demurrage charges.
- D. Pricing for Products not specified:
 - 1. The products specified in this bid are the most commonly used cement slurry and/or cementitious slurry that Tarrant County anticipates using, however, there could be other related products that Tarrant County may require.
 - 2. To ensure that related products are covered under this Bid, Bidders are encouraged to provide a list of related products and the price per ton the "Pricing for Products Not Specified" form.
 - 3. Bid responses will not be evaluated on the prices for the related products that have not been specified.

VI. UNIT PRICE ADJUSTMENT:

- A. Tarrant County and awarded vendors may request unit price adjustments for items awarded under this agreement. Price adjustment requests must only be made during the renewal of this agreement or after 180 days from the most recent award or renewal date of this agreement.
- B. Tarrant County and awarded vendors must submit price adjustment requests in writing at least 45 days before the adjustment effective date.
- C. Tarrant County and awarded vendors must submit documented proof of the need to make a price adjustment. Documentation examples include supplier invoices, published price indices and other related material.
- D. Bidder must submit documentation of how they determined the pricing of their bid submission that matches the types of documentation that they intend to submit when making price adjustment requests.
- E. Tarrant County and awarded vendors may make requests for additional information if the initial offered documentation is deemed insufficient.

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| <p style="text-align: center;">ANNUAL CONTRACT FOR CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS</p> |
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TECHNICAL SPECIFICATIONS

- F. Tarrant County and awarded vendors cannot make a request that causes a price adjustment (up or down) more than 5% of the current agreement unit price under this agreement.
- G. All price adjustment requests must be approved in writing by the Tarrant County Purchasing Agent and the affected awarded vendor before they take effect.
- H. All approved price adjustments must be valid for 180 days after their effective date.

VII. AWARD CRITERIA:

- A. Primary award shall be made to the lowest responsible vendor who meets or exceeds all bid specifications.

VIII. TESTING:

- A. Testing Reports must be available to the County upon request.
- B. Testing may be performed through an independent testing laboratory at the request of Tarrant County anytime during the length of the contract.
 - 1. If the result of the test show product does not meet specifications, the cost of the test will be absorbed by the vendor.
 - 2. If the result of the test show product does meet specifications, the cost of the test will be borne by Tarrant County.



TARRANT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

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

II. DEFINITIONS

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

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

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

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

III. POLICY GUIDELINES

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

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

**ANNUAL CONTRACT FOR
CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS**

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 Services
Statewide HUB Program
1711 Jacinto Blvd.
PO Box 13047
Austin, Texas 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, Texas 76011
(817) 640-0606

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

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.

ANNUAL CONTRACT FOR CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS

TVORS REGISTRATION

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

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

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

TARRANT
Vendor Online Registration System

The perfect mix of Cowboys and Culture!
TARRANT COUNTY

100 E. Weatherford Street
Fort Worth, Texas 76106
(817) 284-1111

Welcome to TVORS!

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

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

Login to TVORS

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

User ID:

Password:

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

VENDOR LOGIN

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

Email Address:

FORGOT PASSWORD

Register with TVORS

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

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

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

STEP 1: Enter company data

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

STEP 3: Enter user data (if applicable)

STEP 4: Enter certifications (if applicable)

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

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

VENDOR REGISTRATION

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

**ANNUAL CONTRACT FOR
CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS**

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

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

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH BID!

**ANNUAL CONTRACT FOR
CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS**

REFERENCES

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH BID!

**ANNUAL CONTRACT FOR
CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS**

SIGNATURE FORM

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

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

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

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

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

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

Signature _____ **X**

Authorized Representative

Legal Name of Company

Date

Street Address

Printed Name of Authorized Representative

City, State and Zip

Title of Authorized Representative

Telephone Number

Fax Number

E-Mail Address

AFTER HOURS EMERGENCY CONTACT:

Name: _____

Tel. No. _____

THIS FORM MUST BE SIGNED.

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



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

**ANNUAL CONTRACT FOR
CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS**

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: _____

**ANNUAL CONTRACT FOR
CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS**

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Bid in response to this solicitation, the Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Bid submission and time of award, the Bidder will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.

Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Section 2270.001(2) during the term of this contract. Bidder further verifies pursuant to Texas Local Government Code Section 2252.152 that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

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

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

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

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature S. B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S. B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

**ANNUAL CONTRACT FOR
CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS**

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 _____ X

THIS FORM MUST BE SIGNED.

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

**ANNUAL CONTRACT FOR
CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS**

AFFIRMATIONS/FORMS/DOCUMENTS

| ✓ Check Indicates Completion | |
|------------------------------|---|
| | 1. References. Bidder has provided references, other than Tarrant County. References must be able to verify the quality of service the company provides and that the company has completed a project of similar size and scope of work in this RFB. |
| | 2. Signatures. 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!

**ANNUAL CONTRACT FOR
CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS**

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).

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

**ANNUAL CONTRACT FOR
CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS**

VENDOR CONTACT INFORMATION

1. Company Name and Physical Address:

Name: _____

Address: _____

2. Sales Contact:

Name: _____

Phone: _____

Email: _____

3. Billing Contact:

Name: _____

Phone: _____

Email: _____

4. Account Manager:

Name: _____

Phone: _____

Email: _____

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

ANNUAL CONTRACT FOR CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS

PRICE FORM

| ITEM NO. | DESCRIPTION | ANNUAL EST. QTY. | PRICE PER TON DELIVERED AND PLACED | TOTAL ANNUAL COST |
|----------|---|------------------|------------------------------------|-------------------|
| 1. | Cement Slurry per specifications, delivered and placed. Product Name: _____ | 300 Tons | \$ _____ | \$ _____ |
| 2. | Cementitious Slurry Product per specifications, and placed. Product Name: _____ | 600 Tons | \$ _____ | \$ _____ |
| 3. | Delivery Charge for Partial Load | | | \$ _____ |
| 4. | Demurrage Charge Per Hour | | | \$ _____/hr |
| 5. | How many tons are in a full load: _____/Tons | | | |
| 6. | Plant Address: _____ _____ | | | |

The Original and One (1) Copy of this Form Must be Returned With Bid!

| |
|---|
| ANNUAL CONTRACT FOR CEMENT SLURRY AND CEMENTITIOUS SLURRY PRODUCTS |
|---|

**PRICE FORM
DISCOUNT FOR PRODUCTS NOT SPECIFIED**

The products specified in this Bid are the most commonly used products that Tarrant County anticipates using; however, there could be other products that the County may require.

To ensure that products not specified are covered under this Bid, Bidders are encouraged to provide a list of additional products or brands and the percentage discount on the form provided.

Bid responses will not be evaluated on the discount for the additional products or brands that have not been specified.

| | Product or Brand Bid | Description | Discount Percentage |
|----|-----------------------------|--------------------|----------------------------|
| 1. | _____ | _____ | _____ % |
| 2. | _____ | _____ | _____ % |
| 3. | _____ | _____ | _____ % |
| 4. | _____ | _____ | _____ % |
| 5. | _____ | _____ | _____ % |

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



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

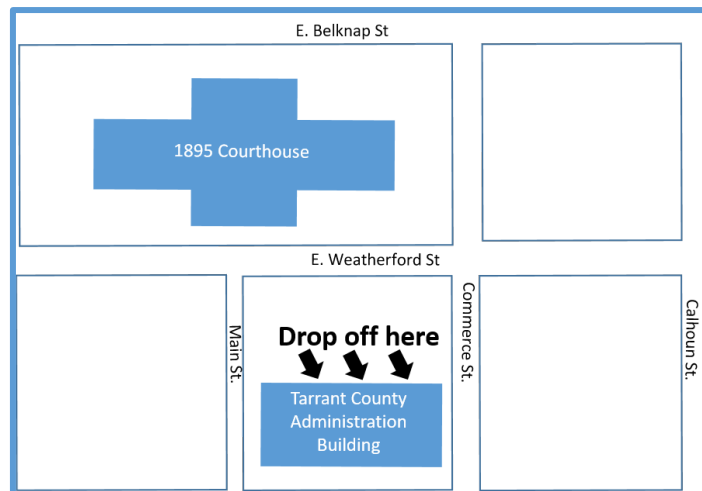
RFB No. 2023-087

**ANNUAL CONTRACT FOR CEMENT SLURRY AND
CEMENTITIOUS SLURRY PRODUCTS**

Due Date: MARCH 6, 2023, at 2:00 PM. CST

**Tarrant County Administration Building
ATTN: Purchasing Department
100 E. Weatherford St., Third Floor, Suite 303
Fort Worth, Texas 76196-0104**

Street View



Building View

