



**Bidder Name:**

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**TARRANT COUNTY  
PURCHASING DEPARTMENT**

JACK BEACHAM, C.P.M., A.P.P.  
PURCHASING AGENT

ROB COX, C.P.M., A.P.P.  
ASSISTANT PURCHASING AGENT

**BID NO. 2017-148**

**ANNUAL CONTRACT  
FOR  
TEMPORARY GENERAL LABOR  
FOR  
TARRANT COUNTY  
FACILITIES MANAGEMENT**

**BIDS DUE JULY 24, 2017  
2:00 P.M.**

**BID NO. 2017-148**

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The 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.

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

Tarrant County is requesting bids for the **ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR** for the **FACILITIES MANAGEMENT DEPARTMENT**. All bids submitted must be on the attached Price Form. Bidders must bid on all items. Tarrant County will not enter into any contract where the cost is provisional upon such clauses as "escalator" or "cost-plus" clauses.

**BY MAIL VIA US POSTAL SERVICE**

**ORIGINAL AND ONE (1) COPY**

OF

**COMPLETED BID**

**MUST BE RECEIVED IN THE**

**PURCHASING DEPARTMENT**

**AT 100 E. WEATHERFORD, SUITE 303**

**FORT WORTH, TEXAS 76196-0104**

**ON OR BEFORE JULY 24, 2017**

**AT 2:00 P.M.**

**BY COURIER, FEDERAL EXPRESS, UPS**

**ORIGINAL AND ONE (1) COPY**

OF

**COMPLETED BID**

**MUST BE RECEIVED IN THE**

**PURCHASING DEPARTMENT**

**AT 100 E. WEATHERFORD, SUITE 303**

**FORT WORTH, TEXAS 76102**

**ON OR BEFORE JULY 24, 2017**

**AT 2:00 P.M.**

**All bids, including a "NO BID", are due in the 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. Original bid must be clearly marked "ORIGINAL" and contain all original signatures.

**Any bid received after the date and/or hour set for bid opening will not be accepted. Bidder will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at Bidder's expense, or destroyed with written authorization of the Bidder.** If bids are sent by mail to the Purchasing Department, the Bidder shall be responsible for actual delivery of the bid to the 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 becomes the property of Tarrant County and may not be amended, altered or withdrawn without the recommendations of the Purchasing Agent and the approval of Commissioners' Court.

Tarrant County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the bid.

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 the County.

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

No oral explanation about the meaning of the bid specifications will be made and no oral instructions will be given before the award of the contract. Request from interested Bidders for additional information or interpretation of the information included in the specifications and all questions should be directed in writing, via facsimile, to:

**GWEN PETERSON, C.P.M., A.P.P., SENIOR BUYER  
FAX: (817) 884-2629**

**All documents relating to the bid**, including but not limited to, the bid document, questions and answers, addenda, and special notices will be posted under the Bid 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 the site and retrieve all related documents up to the Bid due date.**

The deadline for receipt of all questions is 12:00 (Noon), Fort Worth, TX time, Wednesday, July 5, 2017. After the question deadline, all questions and their responses will be posted on the website and available for download by Bidders.

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 Purchasing Agent, the review, inspection, and processing procedures can be completed as specified.

**Invoices** shall be sent directly to the Tarrant County Auditor's Office, Attention: Accounts Payable, 100 East Weatherford, Room 506, Fort Worth, Texas 76196 or email to [SAP-invoices@tarrantcounty.com](mailto:SAP-invoices@tarrantcounty.com). It is the intention of Tarrant County to make payment on completed orders within thirty 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 the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors 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) days notice prior to cancellation.

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

<p style="text-align: center;"><b>ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR TARRANT COUNTY FACILITIES MANAGEMENT</b></p>
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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 the County. Bids may be rejected, among other reasons, for any of the following specific reasons:

1. Bids received after the time limit for receiving bids.
2. Bids containing any irregularities.
3. 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 bid for the work contemplated.
3. Bidder being interested in any litigation against the 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, equipment, and questionnaires.
6. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
7. Bidders shall not owe delinquent property tax in Tarrant County.

**It is the Bidder's 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 signature on the form renders bid non-responsive.** Failure to complete and the submission of all required forms, including but not limited to the Reference Page, Compliance with Federal and State Laws, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.

**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 Chapter 552, Government Code. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "**CONFIDENTIAL INFORMATION.**" Note: **PRICING INFORMATION IS NOT CONSIDERED CONFIDENTIAL AND IF MARKED AS SUCH, WILL RESULT IN REJECTION OF YOUR BID.**

Due care and diligence has been used in preparation of the 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.

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

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

VENDOR AGREES THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND SAVE WHOLE AND HARMLESS TARRANT COUNTY, AND ALL OFFICERS, AGENTS AND EMPLOYEES OF TARRANT COUNTY (HEREINAFTER "THE INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, LITIGATION EXPENSES AND COURT COSTS OF WHATSOEVER NATURE, CHARACTER OR DESCRIPTION THAT ANY PERSON OR ENTITY HAS OR MAY HAVE ARISING FROM OR ON ACCOUNT OF ANY EMPLOYMENT RELATED MATTER ASSERTED BY ANY OF ITS EMPLOYEES AGAINST THE INDEMNIFIED PARTIES OR FOR ANY INJURIES OR DAMAGES (INCLUDING, BUT NOT RESTRICTED TO, DEATH) RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS OR PROPERTY, ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY NEGLIGENT ACT OR OMISSION OF VENDOR OR ANY AGENT, SERVANT, EMPLOYEE OR SUBCONTRACTOR OF VENDOR IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT. VENDOR FURTHER AGREES TO PROTECT, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS AND AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE, JUDGMENTS OR EXPENSE, INCLUDING ATTORNEY'S FEES, LITIGATION EXPENSES AND COURT COSTS ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THE AGREEMENT BECAUSE OF ANY FAILURE OF VENDOR, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, INVITEES OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL THE REQUIREMENTS AND PROVISIONS HEREIN.

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 INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. 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.

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

1. **Contract Terms:** Vendor(s) will be awarded a twelve (12) month contract, effective October 1, 2017 or notice to proceed as determined by Tarrant County Purchasing. 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 be stipulated in the Special Conditions and agreed upon by both parties. If the County exercises the right in writing, the Vendor shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and 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, the County will rescind its option and seek a new bid solicitation.
  
3. **COOPERATIVE PURCHASING:** Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among the governmental entities that are listed on pages 8-11, therefore it would be in the Vendor's best interest to help Tarrant County facilitate the cooperative effort. **A "NO" answer could result in complete rejection of bid.**
  - A. Should other Governmental Entities decide to participate in the contract, would you, the Bidder, agree that all terms, conditions, specifications, and pricing would apply?

\_\_\_\_\_Yes    \_\_\_\_\_No
  - 1) If you, the Bidder, checked yes, the following will apply:
    - a) Governmental Entities utilizing Inter-Governmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials/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/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.

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

- 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 Inter-Governmental 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 shall 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. The information shall be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County. Failure to provide the requested information when requested could delay the renewal process.

**B. 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 Vendors may be called. If the secondary Vendor is unable to honor the terms and conditions of the contract, the alternate may be called. The primary vendor is the first contact. Use of the secondary or alternate must be approved, in writing, by the Tarrant County Purchasing Agent or his designee.

- 1) In the event the secondary or alternate Vendors are called upon, they will offer the goods and services at the bid prices, or better. Any attempt to increase the original bid price may be cause to remove the Vendor from the contract. This in no way negatively affects the status of the primary Vendor.
- 2) If the 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. Would you, the Vendor, be willing to accept a secondary/alternate award based on the above?

Yes     No



**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

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

1.	Alamo Heights ISD	48.	City of Blue Mound	99.	City of Forest Hill
2.	Allen ISD	49.	City of Bovina	100.	City of Forney
3.	Alvord ISD	50.	City of Bowie	101.	City of Fort Worth
4.	Anderson County	51.	City of Boyd	102.	City of Frisco
5.	Anna Fire Department	52.	City of Bridge City	103.	City of Gainesville
6.	Arlington ISD	53.	City of Bridgeport	104.	City of Galena Park
7.	Armstrong County	54.	City of Brownwood	105.	City of Galveston
8.	Atascosa County	55.	City of Bryan	106.	City of Ganado
9.	Bastrop County	56.	City of Burkburnett	107.	City of Garland
10.	Bell County	57.	City of Burleson	108.	City of Gatesville
11.	Benbrook Water Authority	58.	City of Caddo Mills	109.	City of Georgetown
12.	Bethany Special Utility District	59.	City of Canton	110.	City of Glen Heights
13.	Bexar County	60.	City of Carrollton	111.	City of Godley
14.	Birdville ISD	61.	City of Castle Hills	112.	City of Granbury
15.	Blue Ridge Fire Department	62.	City of Cedar Hill	113.	City of Grand Prairie
16.	Bosque County	63.	City of Cedar Park	114.	City of Grand Saline
17.	Branch Fire Department	64.	City of Celeste	115.	City of Grapevine
18.	Brazoria County	65.	City of Celina	116.	City of Greenville
19.	Brazos County	66.	City of Cibolo	117.	City of Haltom City
20.	Briar Volunteer Fire Department	67.	City of Cleburne	118.	City of Haslet
21.	Brooks County Constables, Precincts 1-4	68.	City of Cockrell Hill	119.	City of Heath
22.	Brown County	69.	City of Colleyville	120.	City of Hitchcock Police Department
23.	Bulverde Police Department	70.	City of Combine	121.	City of Horizon City
24.	Burnet County	71.	City of Commerce	122.	City of Hudson Oaks
25.	Cameron County	72.	City of Converse	123.	City of Huntsville
26.	Carroll ISD	73.	City of Coppell	124.	City of Hurst
27.	Carrollton-Farmers Branch ISD	74.	City of Copperas Cove	125.	City of Hutchins
28.	Castleberry ISD	75.	City of Corinth	126.	City of Hutto
29.	Cedar Hill ISD	76.	City of Corsicana	127.	City of Irving
30.	Chambers County	77.	City of Crowley	128.	City of Italy
31.	Cherokee County	78.	City of Cumby	129.	City of Jacksboro
32.	City of Aledo	79.	City of Dalworthington Gardens	130.	City of Jefferson
33.	City of Allen	80.	City of De Leon	131.	City of Keene
34.	City of Alvord	81.	City of Decatur	132.	City of Keller
35.	City of Amarillo	82.	City of Deer Park	133.	City of Kennedale
36.	City of Anna	83.	City of Denison	134.	City of Killeen
37.	City of Arlington	84.	City of Denton	135.	City of Krum
38.	City of Athens	85.	City of DeSoto	136.	City of Kyle
39.	City of Aubrey	86.	City of Diboll	137.	City of La Vernia
40.	City of Austin	87.	City of Duncanville	138.	City of Lake Dallas
41.	City of Azle	88.	City of Early	139.	City of Lake Worth
42.	City of Balch Springs	89.	City of Eastland	140.	City of Lancaster
43.	City of Bangs	90.	City of El Paso	141.	City of Laredo
44.	City of Baytown	91.	City of Electra	142.	City of League City
45.	City of Bedford	92.	City of Emory	143.	City of Leander
46.	City of Bells	93.	City of Eules	144.	City of Lewisville
47.	City of Benbrook	94.	City of Everman	145.	City of Lindale
		95.	City of Farmers Branch	146.	City of Little Elm
		96.	City of Farmersville	147.	City of Littlefield
		97.	City of Ferris	148.	City of Live Oak
		98.	City of Floresville	149.	City of Lubbock

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

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

150.	City of Lucas	203.	City of Springtown	250.	Eagle Mountain-Saginaw ISD
151.	City of Lufkin	204.	City of Stephenville	251.	East Texas Council of Governments
152.	City of Lumberton	205.	City of Sulphur Springs	252.	Ector County
153.	City of Mansfield	206.	City of Taft	253.	Ector County ISD
154.	City of Marshall	207.	City of Taylor	254.	Eddy County, NM
155.	City of McAllen	208.	City of Temple	255.	El Paso County
156.	City of McKinney	209.	City of Terrell	256.	El Paso County Hospital District dba University Medical Center of El Paso
157.	City of Melissa	210.	City of Texarkana	257.	Electra ISD
158.	City of Merkel	211.	City of Texarkana, AR	258.	Ellis County
159.	City of Mesquite	212.	City of The Colony	259.	Erath County
160.	City of Midlothian	213.	City of University Park	260.	Everman ISD
161.	City of Mount Vernon Police Department	214.	City of Van Alstyne	261.	Fannin County
162.	City of Morgan's Point Resort	215.	City of Venus	262.	Floyd County
163.	City of Murphy	216.	City of Waco	263.	Fort Bend County
164.	City of Nacogdoches	217.	City of Watauga	264.	Fort Worth Housing Authority
165.	City of Nederland	218.	City of Waxahachie	265.	Fort Worth ISD
166.	City of New Braunfels	219.	City of Weatherford	266.	Fort Worth Transportation Authority
167.	City of North Richland Hills	220.	City of Westworth Village	267.	Freestone County
168.	City of Odessa	221.	City of White Settlement	268.	Frisco ISD
169.	City of Ovilla	222.	City of Whitesboro	269.	Grandview Police Department
170.	City of Palestine	223.	City of Whitewright	270.	Grapevine\Colleyville ISD
171.	City of Parker	224.	City of Wills Point	271.	Grayson County
172.	City of Pasadena	225.	City of Wilmer	272.	Gregg County
173.	City of Pelican Bay	226.	City of Wylie	273.	Guadalupe County
174.	City of Pharr	227.	Clay County	274.	Haltom City
175.	City of Plano	228.	Clear Creek ISD	275.	Hardin County
176.	City of Port Isabel	229.	Cochran County	276.	Harris County Department of Education
177.	City of Pottsboro	230.	Collin County	277.	Harris County Emergency Services District
178.	City of Princeton	231.	Collin County Community College District	278.	Harris County Emergency Services #24
179.	City of Ralls	232.	Comal County	279.	Harrison County
180.	City of Red Oak	233.	Cooke County	280.	Hawkins ISD
181.	City of Rhome	234.	Coryell County	281.	Hays County
182.	City of Richardson	235.	Cottdondale Volunteer Fire Department	282.	Heart of Texas Region MHRM Center
183.	City of Richland Hills	236.	County of Aransas	283.	Henderson County
184.	City of River Oaks	237.	Crowley ISD	284.	Hood County
185.	City of Roanoke	238.	Dallas County	285.	Hopkins County
186.	City of Rockwall	239.	Dallas/Fort Worth International Airport Board	286.	Housing Authority of the City of Austin
187.	City of Round Rock	240.	Dallas ISD	287.	Humble ISD
188.	City of Rowlett	241.	Decatur ISD	288.	Hunt County
189.	City of Royse City	242.	Denison ISD	289.	Hurst Euleess Bedford ISD
190.	City of Runaway Bay	243.	Denton County	290.	Hutchinson County
191.	City of Sachse	244.	Denton County Fresh Water Supply Dist. No. 1-A	291.	Idea Public Schools
192.	City of Saginaw	245.	Denton ISD	292.	Jack County
193.	City of San Angelo	246.	DeSoto ISD		
194.	City of San Benito	247.	Diana Special Utility District		
195.	City of San Marcos	248.	Duncanville ISD		
196.	City of Sanger	249.	Duval County		
197.	City of Sansom Park				
198.	City of Seagoville				
199.	City of Sherman				
200.	City of Sour Lake				
201.	City of Southlake				
202.	City of Southmayd				

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

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

293.	Jasper County	339.	New Caney ISD	381.	Stephens County
294.	Jefferson County	340.	Nolan County	382.	Sterling County
295.	Jim Wells County	341.	Normangee ISD	383.	Tarleton State University
296.	Johnson County	342.	North Central Texas Council of Governments	384.	Tarrant Appraisal District
297.	Johnson County Special Utility District	343.	North Texas Municipal Water District	385.	Tarrant County 9-1-1 Emergency Assistance District
298.	Karnes County	344.	North Texas Tollway Authority (NTTA)	386.	Tarrant County College District
299.	Kaufman County	345.	Northwest ISD	387.	Tarrant County Emergency Services District 1
300.	Kaufman ISD	346.	Nueces County	388.	Tarrant County Hospital District
301.	Keller ISD	347.	Olton Police Department	389.	Tarrant County Workforce Development Board
302.	Kennedale ISD	348.	Orange County	390.	Tarrant Regional Water District
303.	Kerens ISD	349.	Palo Pinto County	391.	Taylor County
304.	Kinney County	350.	Panola County	392.	Terrell ISD
305.	Krum ISD	351.	Paradise ISD	393.	Texas A&M University at Commerce
306.	Lake Dallas ISD	352.	Parker County	394.	Texas Alcoholic Beverage Commission
307.	Lake Worth ISD	353.	Parker County Emergency Services District 1	395.	Texas Dept. of Parks & Wildlife
308.	Lamar County	354.	Parmer County	396.	Texas Dept. of Public Safety
309.	Lamb County	355.	Potter County	397.	Titus County
310.	Lampasas County	356.	Public Transit Service of Mineral Wells	398.	TML Multistate Intergovernmental Employee Benefits Pool
311.	Lavon Police Department	357.	Quinlan ISD	399.	Tom Green County
312.	Leon County	358.	Rains County ESD #1	400.	Town of Addison
313.	Lewisville ISD	359.	Rancho Viejo Police Department	401.	Town of Argyle
314.	Limestone County	360.	Randall County	402.	Town of Edgecliff Village
315.	Little Elm ISD	361.	Red Oak ISD	403.	Town of Fairview
316.	Lovejoy ISD	362.	Red River County	404.	Town of Flower Mound
317.	Lowry Crossing Volunteer Fire Dept.	363.	Refugio County	405.	Town of Hickory Creek
318.	Lubbock County	364.	Region II Education Service Center (ESC)	406.	Town of Highland Park
319.	Mansfield ISD	365.	Richardson ISD	407.	Town of Lakeside
320.	Marilee Special Utility District	366.	Rockwall County	408.	Town of Little Elm
321.	Maverick County	367.	Round Rock ISD	409.	Town of Northlake
322.	McKinney ISD	368.	Region 9 Education Service Center Wichita	410.	Town of Pantego
323.	McLennan County	369.	Sam Rayburn ISD	411.	Town of Ponder
324.	McLennan Community College	370.	San Jacinto College District	412.	Town of Prosper
325.	Medina Valley ISD	371.	San Patricio County	413.	Town of Providence Village
326.	MHMR of Tarrant County	372.	Schleicher County	414.	Town of Sunnyvale
327.	Midland County	373.	Senior Center Resource and Public Transit, Inc. of Hunt County	415.	Town of Trophy club
328.	Midway ISD	374.	Seven Points Fire Rescue	416.	Town of Westlake
329.	Milam County	375.	Sherman ISD	417.	Town of Westover Hills
330.	Mills County	376.	Smith County	418.	Travis County
331.	Montgomery County	377.	Springtown ISD	419.	Travis County Healthcare District
332.	Montgomery County Emergency Services District No. 10	378.	South Montgomery Fire Department	420.	Trinity River Authority
333.	Montgomery County Hospital District	379.	South Texas College		
334.	Mount Pleasant Police Department	380.	SPAN, Inc.		
335.	Nacogdoches County				
336.	National IPA				
337.	Navarro County				
338.	Nevada Volunteer Fire Department				

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

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

- 421. United States Marshals Service
- 422. University of North Texas
- 423. University of North Texas Health Science Center
- 424. University of Texas at Arlington
- 425. University of Texas at Dallas
- 426. University of Texas MD Anderson Cancer Center
- 427. Upper Trinity Regional Water District
- 428. Upshur County
- 429. Upton County
- 430. Van Alstyne ISD
- 431. Van Zandt County
- 432. Victoria County
- 433. Waco ISD
- 434. Walker County
- 435. Waller County
- 436. Ward County
- 437. Weatherford College
- 438. Westminster Fire Dept.
- 439. Weston Volunteer Fire Department
- 440. White Settlement ISD
- 441. Williamson County
- 442. Williamson County Emergency Services District No. 3
- 443. Wilson County
- 444. Wise County
- 445. Wood County
- 446. Young County
- 447. Zapata County

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

**4. 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) Property Damage — \$1,000,000 aggregate
- B. The County reserves the right to review the insurance requirements of the section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the 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 Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street.
  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, certificates 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 bid 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. The Vendor is responsible for making sure any subcontractor(s) performing work under the agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

<p style="text-align: center;"><b>ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR TARRANT COUNTY FACILITIES MANAGEMENT</b></p>
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**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

7. All Vendor's employees and assignees must be covered by Vendor with regards to all worker's compensation, employer's liability, comprehensive commercial general liability as well as all required coverages to comply with the Affordable Care Act.

5. **Criminal Background Check:**

**All vendor designated personnel performing work for Tarrant County will be required to undergo a Criminal Background Check.**

- a. Vendor shall provide information, including, but not limited to, name, date of birth, and driver's license, Texas ID, and Social Security Card for each individual who will be performing work on Tarrant County.
- b. Personnel who perform work for Tarrant County must submit to and pass a Criminal Background Check. That status must be maintained by all Vendor personnel for the duration of the contract.
- c. Criminal Background checks conducted by Vendor for vetting purposes are desired but are not acceptable due to particular requirements. Tarrant County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- d. Failure of the Vendor to supply personnel who pass a Criminal Background Check Could result in termination of the contract.

**Note: The Criminal Background Check applies to the individual and not the Company.**

6. **The following is not relevant to all engagements, but instead is applicable when there is a hosted or cloud solution.**

**Confidentiality, Integrity, Availability (CIA)**

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

**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 suspects 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.

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

**Data**

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

**Right to Audit**

Tarrant County reserves the right to audit vendor datacenters which house Tarrant County data or receive SSAI 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

**Evaluation criteria** shall include, but is not limited to the following:

- a. Unit Price (Hourly flat rate service fee)
- b. Questionnaire
- c. References
- d. Bidder's past performance record with Tarrant County
- e. Tarrant County's evaluation of Bidder's ability to perform
- f. Tarrant County's experience with services bid
- g. Special needs and requirements of Tarrant County
- h. Bidder's agreement to extend pricing under the contract to other governmental entities.

**Quantities** indicated on the Price Forms are estimates based upon the best available information. The 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 the County desires to purchase. Bids on similar items of like quality will be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed Vendor is bidding item specified. Vendor will not be allowed to make unauthorized substitutions after award.



**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

**SPECIFICATIONS**

1. To insure adequate availability of contract labor service when required, Tarrant County intends to:
  - a. Enter into a price agreement with a PRIMARY contractor who shall make available on call general laborers to be used for special cleaning projects, relocation of office furniture, and setting up special events as required.
  - b. Enter into a price agreement with a SECONDARY and/or ALTERNATE contractors who shall make available on call, when the PRIMARY contractor cannot fulfill the employment requirements in the required timeframe, general laborers for the same purposes as required by the PRIMARY contractor.
2. Request for temporary general laborers will be on an as needed basis.
3. Tarrant County will make every effort to give the Contractor eighteen (18) to twenty-four (24) hours notification of requirement; however in extreme emergency conditions notice could be less.
4. **Contractor shall pay his/her Laborers assigned to this contract a wage of \$10.00 per hour, straight time. The County reserves the right to inspect the Contractor's payroll to verify this requirement.**
5. The bidder must bid an **hourly flat rate fee** to provide the services. This hourly flat rate fee must be inclusive of all employer paid fringe benefits, employer paid insurance, employer paid taxes, agency overhead, and any other applicable amounts that are above the employee's hourly pay rate. Bidders must estimate and include all employer paid Social Security and Medicare taxes in their hourly flat rate fee. No additional fees will be allowed or paid. Pricing for this bid will be evaluated on the bidder's hourly flat rate fee to provide the services. Submit pricing on the Bid Proposal forms.
6. Hourly flat rate fees quoted shall be firm for the entire contract period and shall be binding if the agency is selected for primary, secondary, or alternate provider. It is anticipated that the contract start date will be October 1, 2017.
7. Successful contractors will be required to furnish able-bodied laborers, who shall be no less than eighteen (18) years of age, sober, clean and well dressed, who can work in public areas, ready and willing to follow instructions of County Supervisors. **The County is not required to utilize or pay laborers who fail to meet these qualifications.**
8. To the extent permissible by the law, the successful contractors shall conduct a background check on all laborers sent to Tarrant County Facilities Management. Tarrant County will also complete a background and criminal history check prior to laborer beginning work. Workers must be able to present a valid driver's license or Texas ID and a Social Security Card.

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
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9. Successful contractors shall ensure Tarrant County Facilities Management that no laborer shall arrive on County premises with any type of firearms or weapons, drugs and/or alcohol.
10. Laborers shall be required to comply with Tarrant County Facilities Management dress code policy for temporary labor. Laborers may wear jeans or pants. Contractor logo shirts are required. Ripped jeans, shorts, sleeveless shirts, tank tops, sandals, open toe or open heel shoes are not allowed. Laborers are required to wear at all times a name badge provided by Tarrant County.
11. Laborers must be able to understand and follow instructions given in English.
12. Laborers' work period will be held to a maximum of forty (40) hours, starting on Monday and ending on Sunday, during their assignment to Tarrant County.
13. **Overtime**: In the event of an emergency, Tarrant County may require the awarded vendor to supply temporary employees for additional hours exceeding a forty (40) hour work week. The County will pay overtime wage rates calculated at 1 and ½ times the employee's current hourly pay rate plus the straight time hourly fee to provide the services. The fee to provide the services must be invoiced as straight time even if the employee is working overtime. The successful bidder must pay the employee \$15.00 per hour for all work time exceeding forty (40) hours per week. Overtime hours must be approved in writing by the County's representative of the contract prior to the commencement of overtime work.
14. The contractor will be required to arrange transportation for laborers to the offices of Tarrant County Facilities Management Support Services. The hourly rate charge shall be the only obligation incumbent upon the County. Chargeable time shall not begin to accrue until the time designated on the work order, or the time the employee reports for work on site, whichever is later. Tarrant County will not reimburse mileage, parking or transportation costs.
15. The contractor shall be responsible for damage to the County's equipment and/or the building and its contents, by its laborer, negligence in work and its personnel. The contractor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing their duties on County property.
16. The contractor agrees to save harmless the County from any and all claims and liability for the acts of the contractor employees. The contractor also agrees to save harmless the County from any and all expenses, including attorney fees incurred by the County in litigation or otherwise resisting said claims or liabilities as a result of the contractor's employees activities. Further, the contractor agrees to protect, indemnify and save harmless the County from and against all claims, demands and causes of actions of every kind and character brought by an employee of the contractor against the County due to personal injuries and/or death to such employee resulting from any alleged neglect act by either commission or omission.

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

17. No visitors, wives, husbands, or children of the contractor's employees will be allowed in the workplace during working hours unless they are employees of the contractor.
18. The contractor shall procure at its own expense, all necessary licenses and permits and shall conform to all laws, regulations and ordinances applicable to the performance of the agreement and will pay all applicable Federal and State taxes.
19. **Timekeeping:**
  - a. Contractor shall instruct all laborers to sign a timesheet at the beginning and end of each shift and at lunch breaks.
  - b. Contractor shall furnish Tarrant County Facilities Management some type of a "Multiple Time Report" which the Facilities Management will complete on a weekly basis for verification by the contractor and by which the County may be invoiced monthly. An electronic time sheet (Excel Spreadsheet) is preferred.
20. The successful bidder(s) will prepare payroll checks, make all necessary deductions and pay all taxes, and insurance required by Federal, State, and Local laws. The successful bidder accepts full responsibility for the payment of wages, compensation and benefits to personnel. The successful bidder 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.
21. **Invoicing:**
  - a. Invoices must be submitted one (1) time per month.
  - b. If awarded this contract, you will have to cover up to two (2) months payroll prior to receiving a payment from Tarrant County.
22. Contractor shall provide Tarrant County Facilities Management with a detailed list of specific job functions that the Contractor's employees may not perform while on duty at the County (i.e. height and weight restrictions, etc.).
23. Performance of the following duties will be required of the contractor's employees. This is not an all-inclusive list.
  - a. Assembling/dismantling and loading/unloading of furniture and equipment at various locations throughout the County.
  - b. Shampooing carpet at various County-owned buildings.
  - c. Power washing exterior sidewalks, driveways, and entryways at various County-owned buildings. Power washing of County owned garages.
  - d. Setting up for special events including assembling/dismantling stages, tents and chairs and general cleaning of area.
  - e. Warehouse duties may include lifting boxes or goods on and off shelving, loading and unloading trucks and general cleaning.
  - f. General Building Maintenance duties.

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

24. The contractor will furnish, if required, any safety equipment, raincoats, boots, hard hats, gloves, etc.
25. Tarrant County reserves the right to:
  - a. Cancel a request for contract labor, without penalty or obligation, if contractor is notified by telephone four (4) hours in advance.
  - b. Release contractor laborer if work is completed and minimum work period of two (2) hours has expired.
  - c. Specify the number of laborers required for a specific work period, including additional requests for laborers for a given occasion, if needed. Tarrant County is not obligated to request or pay for minimum number of laborers.
  - d. Release laborer for inadequate performance and no minimum charge shall apply.
  - e. Release any laborer that arrives at Tarrant County Facilities Management site in an unclean condition, with no minimum charge to the County.
  - f. Release any laborer who requests to leave after 1 - 2 hours and no minimum charge shall apply.
  - g. Instruct laborers on the operation and safety procedures of equipment such as ladders, lifts, etc.

<p style="text-align: center;"><b>ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR TARRANT COUNTY FACILITIES MANAGEMENT</b></p>
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**EXPECTATION OF RESPONSE FROM CONTRACTOR**

1. Requests for temporary workers may be communicated by either phone or email. A request for a temporary worker must have a response within the stated deadline. Response should clearly state if temporary worker can or cannot be provided. Any lack of response will be considered a statement of "cannot provide".
2. Contractor's emergency phone contact must be able to return calls within four (4) hours, if not available immediately.
3. Tarrant County Facilities Management must receive resumes by the deadline state on the request.
4. Contractors who consistently are unable to meet requests may be removed from the contract and eligibility for solicitation participation for two (2) years.



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



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

#### **IV. ADMINISTRATIVE GUIDELINES**

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

**510 Historically Underutilized Businesses Policy**

*Adopted: Court Order 64788 (December 17, 1990)*

*Amended: Court Order 69958 (December 7, 1993)*

*Amended: Court Order 99651 (December 28, 2006)*

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

**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.

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

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

**OR**

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

If your company is already 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

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

**REFERENCES**

Please list three (3) references, **other than Tarrant County**, who can verify your performance as a Vendor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine your Vendor's ability to provide the intended goods or service of the bid. The County **PREFERS** references to be from Government customers. 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 the bid. Inaccurate, obsolete, or negative responses from the listed references could result in rejection of your bid.

Failure to supply required references will deem the bid as non-responsive and it will not be considered for award.

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

**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: \_\_\_\_\_

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

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

**REFERENCES**

**REFERENCE THREE**

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

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

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

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

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

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

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

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

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

# SIGNATURE FORM

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

The undersigned affirms that the Bidder has familiarized itself with the local conditions under which the work is to be performed; satisfied itself 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 items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be ninety (90) calendar days.

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

Vendor hereby assigns to purchase all claims for overcharges associated with the 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 has read and understands the specifications and any attachments contained in the bid package. ***Failure to sign and return the form will result in the rejection of the entire bid.***

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

**Authorized Representative**

**NAME AND ADDRESS OF COMPANY:**

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Name \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_

Tel. No. \_\_\_\_\_ FAX No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**AFTER HOURS EMERGENCY CONTACT:**

Name: \_\_\_\_\_ Tel. No. \_\_\_\_\_

**THE FORM MUST BE SIGNED.**

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



Did you provide References;  
sign your Bid and/or your  
Addendum?

If not, the Bid will be rejected

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

**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 \_\_\_\_\_

DUNS Number:        \_\_\_\_\_

CAGE Code:        \_\_\_\_\_

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

**FORM 1295 INFORMATION**  
**The following information applies ONLY**  
**to an awarded Vendor**

Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. Prior to award by Commissioners Court, Bidder will be required to log in to the Texas Ethics Commission, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Bidder must print, sign and notarize Form 1295.
3. **Within ten (10) business days** from notification of pending award by the Tarrant County Purchasing Agent, the completed Form 1295 **must** be submitted to Tarrant County.
4. Bidder will need to repeat the process and obtain a separate Form 1295 each time they enter into a new contract, renew a contract or make modification, and/or amendments to a Tarrant County contract.

Instruction and information are available at <https://www/ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

**BY SIGNING ON THE "COMPLIANCE PAGE"**  
**BIDDER AGREES TO ADHERE TO HB 1295 REFERENCED ABOVE.**



**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

## **COMPLIANCE WITH FEDERAL AND STATE LAWS**

### **CERTIFICATION OF ELIGIBILITY**

By submitting a bid in response to the 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 the contract for default.

### **RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL**

Effective September 1, 2017, Contractor/Vendor verifies that it/he/she does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017.

### **DISCLOSURE OF INTERESTED PARTIES**

By submitting a bid in response to the solicitation, 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.

Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

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

**THE FORM MUST BE SIGNED.**

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

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

**FORMS/DOCUMENTS CHECKLIST**

✓ Check Indicates Completion	
	1. <b>References.</b> Vendor has provided references, <b>other than Tarrant County.</b> References must be able to verify the quality of service the company provides and that the company has completed a project of similar size and scope of work in this bid.
	2. <b>Signatures.</b> All forms requiring a signature must be signed. Bids not signed will not be considered for award.
	3. <b>Price Forms.</b> All sections of Price Forms have been completed.
	4. <b>Insurance Certificates (If required).</b> Bidders must submit all Insurance Certificates prior to commencement of work. If no insurance requirements specified, mark N/A.
	5. <b>Addenda.</b> When applicable, Bidder acknowledges receipt of all Addenda, including the signed Addend cover pages, and any revised Forms in their bid package.
	6. <b>It is the Bidder's sole responsibility to print and review all pages of the bid document, attachments, questions and their responses, addenda, and special notices. The Signature Form must be signed and returned. Failure to provide signature on the form renders bid non-responsive.</b> Failure to complete and the submission of all required forms, including but not limited to the Reference Page, Compliance with Federal and State Laws, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.
	7. Bidder has read, understands, and agrees to Tarrant County's Criminal Background Check requirements.
	8. <b>Accuracy for all mathematical and number entries is the sole responsibility of the Bidder.</b> Tarrant County will not be responsible for errors made by the Bidder.

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

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR FOR  
TARRANT COUNTY FACILITIES MANAGEMENT**

**FORMS/DOCUMENTS CHECKLIST**

✓Check Indicates Completion	
	9. Bidder's company is registered on TVORS (Tarrant Vendor On-Line Registration System)
	10. Bidder has sealed and marked the envelope with the Bid Number, Bid Title, and due date.
	11. Failure to comply with the requirements set forth in the bid may result in rejection of bid and/or cancellation of contract after award.

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

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR  
FOR TARRANT COUNTY FACILIITIES MANAGEMENT**

**PRICE FORM**

DESCRIPTION	ESTIMATED ANNUAL HOURS	RATE PER HOUR PAID TO LABORER	HOURLY FLAT RATE TO PROVIDE SERVICE (MARK UP)	TOTAL RATE PER HOUR BILLED TO TARRANT COUNTY
Temporary Labor	0 – 7,904	\$10.00 (per hour)	\$ _____	\$ _____ (\$10.00 + Hourly Flat Rate Fee to Provide Service)

**NOTE: Currently Tarrant County is using four (4) workers averaging 35-40 hours weekly**

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

**ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR  
FOR TARRANT COUNTY FACILITIES MANAGEMENT**

**.QUESTIONNAIRE**

**TARRANT COUNTY REQUIRES THE FOLLOWING INFORMATION FROM ALL BIDDERS**

1. Does your rate per hour billed to Tarrant County include the following?
  - a. Federal Payroll Taxes            \_\_\_\_\_Yes    \_\_\_\_\_No
  - b. Unemployment Insurance        \_\_\_\_\_Yes    \_\_\_\_\_No
2. Are your employees bonded?    \_\_\_\_\_Yes    \_\_\_\_\_No If Yes, Amount: \$\_\_\_\_\_
3. Do you offer Medical Insurance to your employees?    \_\_\_\_\_Yes    \_\_\_\_\_No
4. Does your company have a HUB Policy?            \_\_\_\_\_Yes    \_\_\_\_\_No
5. How many years has your company been providing Temporary Labor? \_\_\_\_\_
6. Does your company have a location in the Dallas/Fort Worth Metroplex?    \_\_Yes    \_\_No  
If Yes, what is the Address? \_\_\_\_\_  
\_\_\_\_\_
7. If No, how do you plan to service this contract? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. If awarded this contract, you will have to cover up to two (2) months payroll prior to receiving a payment from Tarrant County. How do you plan to meet this requirement?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Company**

**THIS FORM MUST BE SIGNED AND THE ORIGINAL AND ONE (1) COPY RETURNED WITH BID!**