AT A COUNT

TARRANT COUNTY PURCHASING DEPARTMENT **Bidder Name:**

JACK BEACHAM, C.P.M., A.P.P. PURCHASING AGENT MELISSA LEE, C.P.M., A.P.P. ASSISTANT PURCHASING AGENT

RFB NO. 2020-175

REQUEST FOR BID FOR ANNUAL CONTRACT FOR TEMPORARY GENERAL LABOR

BIDS DUE JULY 23, 2020 2:00 P.M.

RFB NO. 2020-175

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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.

Tarrant County is requesting bids for the **ANNUAL CONTRACT FOR TEMPROARY GENERAL LABOR** for **FACILITIES MANAGEMENT DEPARTMENT.** All bids submitted must be on the attached Price Form. 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 PURCHASING DEPARTMENT AT 100 E. WEATHERFORD, SUITE 303 FORT WORTH, TEXAS 76196-0104 ON OR BEFORE JULY 23, 2020 AT 2:00 P.M.

All bids, are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All bids must be clearly marked with the Bid Number, the name of the company submitting the bid, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. The original bid must be clearly marked "ORIGINAL" and contain all original signatures. "No-Bid" response to be returned on the form included in the section under forms.

Any bid received after the date and/or hour set for bid opening will not be accepted. The Bidder will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at Bidder's expense, or destroyed with written authorization of the Bidder. If bids are sent by mail to the Tarrant County Purchasing Department, the Bidder shall be responsible for actual delivery of the bid to the Tarrant County Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Bidder guaranteeing authenticity. After the official opening bids becomes the property of Tarrant County and may not be amended, altered or withdrawn without the recommendations 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 the bid. The 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 instruction will be given by County officials or employees in regard to the meaning of the proposal specifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee. Request from interested proposers for additional information or interpretation of the information included in the specifications should be directed in writing to:

ERICK WARE, 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, Texas time, Thursday, July 9, 2020. After the question deadline, all questions and their responses will be posted on the website and available for download by Interested Parties.

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

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

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

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

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

- 1. Bids containing any irregularities.
- 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 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, 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 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 submit all required forms, including but not limited to References, Compliance with Federal and State Laws, 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 <u>MUST</u> be placed in a separate envelope marked "<u>CONFIDENTIAL INFORMATION</u>." Note: <u>PRICING INFORMATION IS NOT CONSIDERED</u> <u>CONFIDENTIAL AND IF MARKED AS SUCH, WILL RESULT IN REJECTION OF YOUR BID.</u>"

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

A 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.

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 OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF VENDOR, 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, MAINTAIN 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.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- <u>CONTRACT TERMS</u>: Vendor(s) will be awarded a twelve (12) month contract, effective October 1, 2020 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. <u>Prices must remain firm for the entire contract</u>.
- 2. <u>RENEWAL OPTIONS</u>: Tarrant County reserves the right to exercise an option to renew the contract of the Vendor for two (2) additional twelve (12) month periods, provided such option be stipulated and agreed upon by both parties. If Tarrant County exercises the right in writing, the Vendor must 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. 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 bid solicitation.
- 3. <u>SECONDARY/ALTERNATE AWARD</u>: Secondary or Alternate Vendors serve in a backup capacity only. In the event the Primary is unable to honor the terms and conditions of the contract, the Secondary Vendor(s) may be called. If the Secondary Vendor is unable to honor the terms and conditions of the contract, the Alternate Vendor(s) may be called. The Primary Vendor is the first contact. Use of the Secondary or Alternate Vendor(s) must be approved, in writing, by the Tarrant County Purchasing Agent or his designee in compliance with Texas Local Government Code 262.027(g).
 - A. In the event the Secondary or Alternate Vendors are called upon, they will offer the materials and services at their awarded price(s), or better. Any attempt to increase their awarded price(s) may cause the removable of the Vendor from the contract. Calling upon the secondary or alternate Vendors do not necessarily affect the status of any awarded Vendor, including the Primarily Vendor.
 - B. If a Secondary or Alternate Vendor represents themselves as the Primary Vendor without written authorization from the Tarrant County Purchasing Agent, or his designee, the Secondary or Alternate Vendor may be removed from the contract.
 - C. Would you, as the Vendor, be willing to accept a Secondary or Alternate Award based on the above?

____Yes ____No

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 4. <u>COOPERATIVE PURCHASING</u>: Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among governmental entities that participate in its Cooperative Purchasing Program. Cooperative Purchasing can be a great benefit to Tarrant County Vendors by providing an avenue to offer materials and services to participating entities. A current list of participating entities is included in this solicitation and an up-to-date list can be found on the Tarrant County website.
 - A. Should other Governmental Entities decide to participate in the contract, would you, as the Vendor, agree that all terms, conditions, specifications, and pricing would apply? <u>A "NO" answer could result in complete rejection of the bid</u>.

___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. The information should be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County.

| 1. | Alamo Community College Dist. | 59. | City |
|------------|----------------------------------|------|------|
| | | | |
| 2. | Alamo Heights ISD | 60. | City |
| 3. | Allen ISD | 61. | City |
| 4. | Alvarado ISD | 62. | City |
| 5. | Alvord ISD | 63. | City |
| 6. | Anderson County | 64. | City |
| 7. | Andrews County | 65. | City |
| | | | |
| 8. | Anna Fire Department | 66. | City |
| 9. | Aransas County | 67. | City |
| 10. | Argyle ISD | 68. | City |
| 11. | Arlington ISD | 69. | City |
| 12. | Armstrong County | 70. | City |
| 13. | Aspermont ISD | 71. | City |
| 14. | • | 72. | |
| | Atascosa County | | City |
| 15. | Aubrey ISD | 73. | City |
| 16. | Azle ISD | 74. | City |
| 17. | Bastrop County | 75. | City |
| 18. | Bastrop ISD | 76. | City |
| 19. | Bell County | 77. | City |
| 20. | Benbrook Water Authority | 78. | City |
| - | • | - | |
| 21. | Bethany Special Utility District | 79. | City |
| 22. | Bexar County | 80. | City |
| 23. | Birdville ISD | 81. | City |
| 24. | Blue Ridge Fire Department | 82. | City |
| 25. | Bosque County | 83. | City |
| 26. | Branch Fire Department | 84. | City |
| 27. | Brazoria County | 85. | City |
| | - | | |
| 28. | Brazos County | 86. | City |
| 29. | Brewster County | 87. | City |
| 30. | Briar Volunteer Fire Department | 88. | City |
| 31. | Brooks County Constables, | 89. | City |
| | Precincts 1-4 | 90. | City |
| 32. | Brown County | 91. | City |
| 33. | Bulverde Police Department | 92. | City |
| 34. | Burnet County | - | |
| - | • | 93. | City |
| 35. | Bynum ISD | 94. | City |
| 36. | Cameron County | 95. | City |
| 37. | Canton ISD | 96. | City |
| 38. | Canyon ISD | 97. | City |
| 39. | Carroll ISD | 98. | City |
| 40. | Carrollton-Farmers Branch ISD | 99. | City |
| 41. | Castleberry ISD | 100. | City |
| 42. | 5 | | |
| | Cedar Hill ISD | 101. | City |
| 43. | Chambers County | 102. | City |
| 44. | Cherokee County | 103. | City |
| 45. | City of Aledo | 104. | City |
| 46. | City of Allen | 105. | City |
| 47. | City of Alvord | 106. | City |
| 48. | City of Amarillo | 100. | City |
| 49. | City of Angleton | | |
| - | | 108. | City |
| 50. | City of Anna | 109. | City |
| 51. | City of Arlington | 110. | City |
| 52. | City of Athens | 111. | City |
| 53. | City of Aubrey | 112. | City |
| 54. | City of Austin | 113. | City |
| 55. | City of Azle | 114. | City |
| 56. | City of Balch Springs | 114. | - |
| 50. 57. | | | City |
| | City of Bangs | 116. | City |
| 58. | City of Bastrop | | |
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| 59. | City of Baytown |
|------------|--------------------------------|
| | City of Baytown |
| 60. | City of Bedford |
| 61. | City of Bells |
| 62. | City of Benbrook |
| 63. | City of Big Spring |
| 64. | City of Blue Mound |
| 65. | City of Bonham |
| 66. | City of Bovina |
| 67. | City of Bowie |
| 68. | City of Boyd |
| 69. | City of Bridge City |
| 70. | City of Bridgeport |
| 71. | City of Brownwood |
| 72. | City of Bryan |
| 73. | City of Buda |
| 74. | City of Burkburnett |
| 75. | City of Burleson |
| 76. | City of Caddo Mills |
| 77. | City of Canton |
| 78. | City of Carrollton |
| 79. | City of Castle Hills |
| 80. | City of Cedar Hill |
| 81. | City of Cedar Park |
| 82. | City of Celeste |
| 83. | City of Celina |
| 84. | |
| 85. | City of Cibolo |
| | City of Cleburne |
| 86. 97 | City of Cockrell Hill |
| 87. | City of Collegville |
| 88. | City of Colorado City |
| 89. | City of Columbus |
| 90. | City of Combine |
| 91. | City of Commerce |
| 92. | City of Converse |
| 93. | City of Coppell |
| 94. | City of Copperas Cove |
| 95. | City of Corinth |
| 96. | City of Corsicana |
| 97. | City of Crowley |
| 98. | City of Cumby |
| 99. | City of Dalworthington Gardens |
| 00. | City of De Leon |
| 01. | City of Decatur |
| 02. | City of Deer Park |
| 03. | City of Denison |
| 04. | City of Denton |
| 05. | City of DeSoto |
| 06. | City of Diboll |
| 07. | City of Duncanville |
| 08. | City of Early |
| 09. | City of Eastland |
| 10. | City of El Paso |
| 11. | City of Electra |
| 12. | City of Emory |
| 13. | City of Escobares |
| 13. 14. | City of Euless |
| 14. | City of Everman |
| 16. | City of Farmers Branch |
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| 117. | City of Farmersville |
|--------------|--|
| 118. | City of Ferris |
| 119. | City of Floresville |
| 120. | City of Floydada |
| 121. | City of Forest Hill |
| 121. | City of Forney |
| 123. | City of Fort Worth |
| 123. | City of Frisco |
| 125. | City of Fulshear |
| 125. | City of Gainesville |
| 120. | - |
| 127. | City of Galena Park City of Galveston |
| 120. | City of Ganado |
| 129. | City of Garland |
| 130. | City of Gatesville |
| 131. | |
| | City of Georgetown |
| 133. 134. | City of Glen Heights |
| 134. | City of Godley |
| | City of Granbury |
| 136. | City of Grand Prairie |
| 137. | City of Grand Saline |
| 138. | City of Grapevine |
| 139. | City of Greenville |
| 140. | City of Haltom City |
| 141. | City of Harlingen |
| 142. 143. | City of Haslet |
| 143. 144. | City of Heath |
| 144. | City of Hewitt City of Hitchcock |
| 146. | City of Horizon City |
| 147. | City of Hudson Oaks |
| 148. | City of Huntsville |
| 149. | City of Hurst |
| 150. | City of Hutchins |
| 151. | City of Hutto |
| 152. | City of Ingleside |
| 153. | City of Irving |
| 154. | City of Italy |
| 155. | City of Jacksboro |
| 156. | City of Jefferson |
| 157. | City of Jonestown |
| 158. | City of Justin |
| 159. | City of Katy |
| 160. | City of Keene |
| 161. | City of Keller |
| 162. | City of Kennedale |
| 163. | City of Kermit |
| 164. | City of Killeen |
| 165. | City of Krum |
| 166. | City of Kyle |
| 167. | City of La Grulla |
| 168. | City of La Vernia |
| 169. | City of Lake Dallas |
| 170. | City of Lake Worth |
| 171. | City of Lancaster |
| 172. | City of Laredo |
| 173. | City of League City |
| 174. | City of Leander |
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| 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 257. 258. 259. 260. 261. 252. 253. 254. 255. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. | City of Saginaw City of San Angelo City of San Benito City of San Benito City of Sanger City of Sansom Park City of Sansom Park City of Seagoville City of Sour Lake City of Sour Lake City of Southake City of Southake City of Southmayd City of Stephenville City of Stephenville City of Stephenville City of Stephenville City of Taft City of Taylor City of Termel City of Terrell City of Texarkana, AR City of Texarkana, AR City of Texarkana, TX City of The Colony City of University Park City of University Park City of Venus City of Venus City of Vernon City of Watauga City of Watauga City of Watauga City of Watauga City of Watauga City of Watauga City of White Settlement City of White Settlement City of White Sotro City of White Settlement City of Wills Point City of County Collin County Colin County Colin County Colin County Colin |

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| 282. | Dallas/Fort Worth International |
| | Airport Board |
| 283. | Dallas ISD |
| 284. | Decatur ISD |
| 285. | Denison ISD |
| 286. | Denton County |
| 287. | Denton County Fresh Water |
| | Supply Dist. No. 1-A |
| 288. | Denton County Fresh Water |
| | Supply Dist. No. 10 |
| 289. | Denton ISD |
| 290. | DeSoto ISD |
| 291. | Diana Special Utility District |
| 292. | Duncanville ISD |
| 293. | Duval County |
| 294. | Eagle Mountain-Saginaw ISD |
| 295. | East Texas Council of |
| | Governments |
| 296. | Ector County |
| 297. | Ector County ISD |
| 298. | Eddy County, NM |
| 299. | El Paso County |
| 300. | El Paso County Hospital District |
| 500. | dba University Medical Center of |
| | El Paso |
| 301. | Electra ISD |
| 302. | Ellis County |
| 303. | Erath County |
| 304. | Everman ISD |
| 30 4 . 305. | Fanning County |
| 305. 306. | Farmersville ISD |
| 307. | |
| | Floyd County |
| 308. | Fort Bend County |
| 309. | Fort Bend County ESD #2 |
| 310. | Fort Worth Housing Authority |
| 311. | Fort Worth ISD |
| 312. | Fort Worth Transportation |
| 040 | Authority |
| 313. | Franklin County |
| 314. | Freestone County |
| 315. | Frisco ISD |
| 316. | Glasscock County |
| 317. | Goliad County |
| 318. | Gonzales County |
| 319. | Grand Prairie ISD |
| 320. | Grandview Police Department |
| 321. | Grapevine\Colleyville ISD |
| 322. | Grayson County |
| 323. | Greenville ISD |
| 324. | Gregg County |
| 325. | Grimes County |
| 326. | Guadalupe County |
| 327. | Hardin County |
| 328. | Harris County Emergency |
| | Services District #7 |
| 329. | Harris County Emergency |
| | Services District #10 |
| 330. | Harris County Emergency |
| | Services District #24 |
| | |

| 331. | Harris County Emergency |
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| 332. | Services (ESD) #48 Harris-Fort Bend Emergency |
| 002. | Services District #100 |
| 333. | Harrison County |
| 334. | Hawkins ISD |
| 335. | Hays County |
| 336. | Heart of Texas Region MHMR |
| 007 | Center |
| 337. | Henderson County |
| 338. | Hill County |
| 339. | Hood County |
| 340. | Hopkins County |
| 341. | Housing Authority of the City of Austin |
| 342. | |
| 342. 343. | Humble ISD |
| 344. | Hunt County Hurst Euless Bedford ISD |
| 345. | Hutchinson County |
| 346. | Idea Public Schools |
| 340. 347. | Irving ISD |
| 348. | Jack County |
| 349. | Jasper County |
| 350. | Jefferson County |
| 351. | Jefferson County Drainage |
| 001. | District #7 |
| 352. | Jim Wells County |
| 353. | Johnson County |
| 354. | Johnson County Special Utility |
| | District |
| 355. | Joshua ISD |
| 356. | Karnes County |
| 357. | Kaufman County |
| 358. | Kaufman ISD |
| 359. | Keller ISD |
| 360. | Kennedale ISD |
| 361. | Kerens ISD |
| 362. | Kinney County |
| 363. | Krum ISD |
| 364. | Lake Dallas ISD |
| 365. | Lake Worth ISD |
| 366. | Lamar County |
| 367. | Lamb County |
| 368. | Lampasas County |
| 369. | Lavon Police Department |
| 370. | Leon County |
| 371. | Leonard ISD |
| 372. | Lewisville ISD |
| 373. | Limestone County |
| 374. | Little Elm ISD |
| 375. | Lovejoy ISD |
| 376. | Lowry Crossing Volunteer Fire Dept. |
| 377. | Lubbock County |
| 378. | Mansfield ISD |
| 379. | Marilee Special Utility Dist |
| 380. | Maverick County |
| | |

| 381. | McKinney ISD | | | | | | |
|--|--|--|--|--|--|--|--|
| 382. | McLennan County | | | | | | |
| 383. | McLennan Community College | | | | | | |
| 384. | Medina Valley ISD | | | | | | |
| 385. | MHMR of Tarrant County | | | | | | |
| 386. | | | | | | | |
| 387. | Midland County | | | | | | |
| | Midland ISD | | | | | | |
| 388. | Midway ISD | | | | | | |
| 389. | Milam County | | | | | | |
| 390. | Mills County | | | | | | |
| 391. | Montgomery County | | | | | | |
| 392. | Montgomery County Emergency | | | | | | |
| | Services District No. 10 | | | | | | |
| 393. | Montgomery County Hospital | | | | | | |
| | District | | | | | | |
| 394. | Mount Pleasant Police | | | | | | |
| | Department | | | | | | |
| 395. | Mount Vernon PD | | | | | | |
| 396. | Nacogdoches County | | | | | | |
| 397. | Navarro County | | | | | | |
| 398. | Nevada Volunteer Fire | | | | | | |
| 000. | Department | | | | | | |
| 399. | New Caney ISD | | | | | | |
| 400. | Nolan County | | | | | | |
| 401. | Normangee ISD | | | | | | |
| 401. | | | | | | | |
| 402. | North Central Texas Council of | | | | | | |
| 400 | Governments | | | | | | |
| 403. | North Texas Municipal Water | | | | | | |
| 101 | District | | | | | | |
| 404. | North Texas Tollway Authority | | | | | | |
| 405 | (NTTA) | | | | | | |
| /////5 | Northwest ISD | | | | | | |
| 405. | | | | | | | |
| 406. | Nueces County | | | | | | |
| | Nueces County Olton Police Department | | | | | | |
| 406. | Nueces County Olton Police Department Orange County | | | | | | |
| 406. 407. | Nueces County Olton Police Department | | | | | | |
| 406. 407. 408. | Nueces County Olton Police Department Orange County | | | | | | |
| 406. 407. 408. 409. | Nueces County Olton Police Department Orange County Orange County Drainage District Palo Pinto County | | | | | | |
| 406. 407. 408. 409. 410. | Nueces County Olton Police Department Orange County Orange County Drainage District | | | | | | |
| 406. 407. 408. 409. 410. 411. 412. | Nueces County Olton Police Department Orange County Orange County Drainage District Palo Pinto County Panola County Paradise ISD | | | | | | |
| 406. 407. 408. 409. 410. 411. 412. 413. | Nueces County Olton Police Department Orange County Orange County Drainage District Palo Pinto County Panola County Paradise ISD Parker County | | | | | | |
| 406. 407. 408. 409. 410. 411. 412. | Nueces County Olton Police Department Orange County Orange County Drainage District Palo Pinto County Panola County Paradise ISD Parker County Parker County Emergency | | | | | | |
| 406. 407. 408. 409. 410. 411. 412. 413. 414. | Nueces County Olton Police Department Orange County Orange County Drainage District Palo Pinto County Panola County Paradise ISD Parker County Parker County Emergency Services District 1 | | | | | | |
| 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. | Nueces County Olton Police Department Orange County Orange County Drainage District Palo Pinto County Panola County Paradise ISD Parker County Parker County Emergency Services District 1 Parmer County | | | | | | |
| 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. | Nueces County Olton Police Department Orange County Orange County Drainage District Palo Pinto County Panola County Paradise ISD Parker County Parker County Emergency Services District 1 Parmer County Plano ISD | | | | | | |
| 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. | Nueces County Olton Police Department Orange County Orange County Drainage District Palo Pinto County Panola County Paradise ISD Parker County Parker County Emergency Services District 1 Parmer County Plano ISD Potter County | | | | | | |
| 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. | Nueces County Olton Police Department Orange County Orange County Drainage District Palo Pinto County Panola County Paradise ISD Parker County Parker County Emergency Services District 1 Parmer County Plano ISD Potter County Public Transit Service of Mineral | | | | | | |
| 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. | Nueces County Olton Police Department Orange County Orange County Drainage District Palo Pinto County Panola County Paradise ISD Parker County Parker County Emergency Services District 1 Parmer County Plano ISD Potter County Public Transit Service of Mineral Wells | | | | | | |
| 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. | Nueces County Olton Police Department Orange County Orange County Drainage District Palo Pinto County Panola County Paradise ISD Parker County Parker County Emergency Services District 1 Parmer County Plano ISD Potter County Public Transit Service of Mineral Wells Quinlan ISD | | | | | | |
| 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. | Nueces County Olton Police Department Orange County Palo Pinto County Drainage District Palo Pinto County Paradise ISD Parker County Parker County Emergency Services District 1 Parmer County Plano ISD Potter County Public Transit Service of Mineral Wells Quinlan ISD Rains County ESD #1 | | | | | | |
| 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 414. 415. 416. 417. 418. 419. 420. 421. | Nueces County Olton Police Department Orange County Orange County Drainage District Palo Pinto County Panola County Paradise ISD Parker County Parker County Emergency Services District 1 Parmer County Plano ISD Potter County Public Transit Service of Mineral Wells Quinlan ISD Rains County ESD #1 Rancho Viejo Police Department | | | | | | |
| 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 414. 415. 416. 417. 418. 419. 420. 421. 422. | Nueces County Olton Police Department Orange County Orange County Drainage District Palo Pinto County Panola County Paradise ISD Parker County Parker County Emergency Services District 1 Parmer County Plano ISD Potter County Public Transit Service of Mineral Wells Quinlan ISD Rains County ESD #1 Rancho Viejo Police Department Randall County | | | | | | |
| 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. | Nueces County Olton Police Department Orange County Orange County Drainage District Palo Pinto County Panola County Paradise ISD Parker County Parker County Emergency Services District 1 Parmer County Plano ISD Potter County Public Transit Service of Mineral Wells Quinlan ISD Rains County ESD #1 Rancho Viejo Police Department Randall County Red Oak ISD | | | | | | |
| 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. | Nueces County Olton Police Department Orange County Orange County Drainage District Palo Pinto County Panola County Paradise ISD Parker County Parker County Emergency Services District 1 Parmer County Plano ISD Potter County Public Transit Service of Mineral Wells Quinlan ISD Rains County ESD #1 Rancho Viejo Police Department Randall County | | | | | | |
| 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. | Nueces County Olton Police Department Orange County Palo Pinto County Panola County Paradise ISD Parker County Parker County Parker County Parker County Parker County Parker County Parker County Plano ISD Potter County Public Transit Service of Mineral Wells Quinlan ISD Rains County ESD #1 Rancho Viejo Police Department Randall County Red Oak ISD Red River County Refugio County | | | | | | |
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| 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. | Nueces County Olton Police Department Orange County Palo Pinto County Panola County Paradise ISD Parker County Parker County Parker County Parker County Parker County Parker County Parker County Plano ISD Potter County Public Transit Service of Mineral Wells Quinlan ISD Rains County ESD #1 Rancho Viejo Police Department Randall County Red Oak ISD Red River County Refugio County | | | | | | |
| 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. | Nueces County Olton Police Department Orange County Drainage District Palo Pinto County Panola County Paradise ISD Parker County Parker County Emergency Services District 1 Parmer County Plano ISD Potter County Public Transit Service of Mineral Wells Quinlan ISD Rains County ESD #1 Rancho Viejo Police Department Randall County Red Oak ISD Red River County Refugio County Region 9 Education Service Center Wichita | | | | | | |
| 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. | Nueces County Olton Police Department Orange County Palo Pinto County Panola County Paradise ISD Parker County Parker County Emergency Services District 1 Parmer County Plano ISD Potter County Public Transit Service of Mineral Wells Quinlan ISD Rains County ESD #1 Rancho Viejo Police Department Randall County Red Oak ISD Red River County Refugio County Region 9 Education Service | | | | | | |

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| 428. | Richardson ISD |
| 429. | Rockwall County |
| 429. | • |
| | Round Rock ISD |
| 431. | Sam Rayburn ISD |
| 432. | San Jacinto College District |
| 433. | San Patricio County |
| 434. | Schleicher County |
| 435. | Seabrook Vol Fire Dept. |
| 436. | Senior Center Resource and |
| | Public Transit, Inc. of Hunt |
| 407 | County |
| 437. | Seven Points Fire Rescue |
| 438. | Sherman ISD |
| 439. | Smith County |
| 440. | Springtown ISD |
| 441. | South Montgomery Fire |
| 440 | Department |
| 442. | South Texas College |
| 443. | SPAN, Inc |
| 444. | Starr County. |
| 445. | Stephens County |
| 446. | Sterling County |
| 447. | Stonewall County |
| 448. | Tarleton State University |
| 449. | Tarrant Appraisal District |
| 450. | Tarrant County 9-1-1 Emergency |
| 451. | Assistance District Tarrant County College District |
| 452. | Tarrant County Emergency |
| 452. | Services District 1 |
| 453. | Tarrant County Hospital District |
| 454. | Tarrant County Workforce |
| 101. | Development Board |
| 455. | Tarrant Regional Water District |
| 456. | Taylor County |
| 457. | Temple College |
| 458. | Terrell ISD |
| 459. | Texarkana ISD |
| 460. | Texas A&M University at |
| | Commerce |
| 461. | Texas A&M University-Kingsville |
| 462. | Texas A&M University- |
| | Texarkana |
| 463. | Texas Alcoholic Beverage |
| | Commission |
| 464. | Texas Dept. of Parks & Wildlife |
| 465. | Texas Dept. of Public Safety |
| 466. | Texas Woman's University |
| 467. | The Woodlands Township |
| 468. | Titus County |
| 469. | TML Multistate |
| | Intergovernmental Employee |
| 470 | Benefits Pool |
| 470. | Tom Green County |
| 471. | Town of Addison |
| | |

- 472. Town of Argyle 473. Town of Double Oak 474. Town of Edgecliff Village 475. Town of Fairview 476. Town of Flower Mound 477. Town of Hickory Creek 478. Town of Highland Park 479. Town of Lakeside 480. Town of Little Elm 481. Town of Northlake 482. Town of Pantego 483. Town of Pecos City 484. Town of Ponder 485. Town of Prosper 486. Town of Providence Village 487. Town of Sunnyvale 488. Town of Trophy club 489. Town of Westlake 490. Town of Westover Hills 491. Travis County 492. Travis County Emergency Services District #6 493. Travis County Healthcare District 494. **Trinity River Authority** 495. Tyler Junior College 496. United States Marshals Service 497. University of North Texas 498. University of North Texas Health Science Center 499. University of Texas at Arlington 500. University of Texas at Dallas University of Texas MD 501. Anderson Cancer Center 502. Upper Trinity Regional Water District 503. Upshur County 504. Upton County 505. Val Verde County 506. Van Alstyne ISD Van Zandt County
- 507.
- Vernon ISD 508.
- 509. Victoria County
- 510. Waco ISD
- 511. Walker County
- 512. Waller County
- 513. Ward County
- 514. Waxahachie ISD
- 515. Weatherford College
- 516. Weatherford ISD
- 517.
- Westminster Fire Dept. 518. Weston Volunteer Fire
- Department

- 519. White Settlement ISD
- 520. Williamson County
- 521. Williamson County Emergency
- Services District No. 3
- 522. Wilson County
- 523. Winkler County
- 524. Winnsboro ISD
- 525. Wise County
- 526. Wood County
- 527. YMCA of Metropolitan Dallas
- 528. Young County 529. Zapata County

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 <u>approved by</u> Tarrant County.
 - 1. Workers' Compensation/Employer's Liability:
 - a. Worker's Compensation statutory
 - b. Employer's Liability \$500,000
 - 2. Commercial General Liability:
 - a. Bodily Injury/Personal Injury/Property Damage
 - \$1,000,000 per occurrence/\$2,000,000 aggregate
 - 3. Auto Liability:
 - a. Combined Single Limit (CSL) \$500,000 per occurrence
- B. Tarrant County reserves the right to review the insurance requirements of 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 Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.
- C. Required Provisions:
 - Proof of Carriage of Insurance All Certificates of Insurance will be required in duplicate and filed with the Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, TX 76196 prior to work commencing.
 - 2. All certificates shall provide Tarrant County with an unconditional thirty (30) day 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 the agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

6. CRIMINAL BACKGROUND CHECK:

- A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a 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's must provide information, including but not limited to, Employee Name, date of birth, and driver's license number 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 required Criminal Background Check Could affect the award of the contract or result in termination of the contract..
 - 4. The Criminal Background Check applies to the individual and not the Company.
 - 5. Passing status must be maintained by Vendor personnel for the duration of the contract.

7. **INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:**

A. The following is only applicable when a Vendor is providing an 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 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.

3. Data

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

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. **Right to Audit**

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

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

- 1. Unit Price
- 2. Questionnaire
- 3. References
- 4. Bidder's past performance record with Tarrant County
- 5. Tarrant County's evaluation of Bidder's ability to perform
- 6. Tarrant County's experience with services bid
- 7. Special needs and requirements of Tarrant County
- 8. 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. Tarrant County reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price.

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

SPECIFICATIONS

- 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. <u>Contractor shall pay his/her Laborers assigned to this contract a wage of \$12.54</u> 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 <u>hourly flat rate fee</u> 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, 2020.
- 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.

- 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. <u>Overtime</u>: 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 \$18.81 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 employee's 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.

- 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 <u>list</u> of specific job functions that the Contractor's employees <u>may not</u> 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.

- 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.

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 Tarrant County's procurement processes. Tarrant 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 Tarrant County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. Tarrant County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

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

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

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

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

III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with Tarrant County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of Tarrant County.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. Tarrant County does recognize other agencies' certifications. Tarrant County reserves the right to review the certification status of any vendor applying to do business with Tarrant 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 Tarrant 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 Tarrant 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 Tarrant County's actual requirements.
 - 4. Specifications, terms, and conditions reflecting Tarrant 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. Tarrant 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 Tarrant 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 Tarrant 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 Tarrant County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as Tarrant County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. Tarrant 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 Tarrant County and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
 - 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
 - 5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

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

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Tarrant County's bid process. The Tarrant Count Tarrant County 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 Ser | North Central Texas | | | |
|-----------------------------------|---------------------|--------------------------------|--|--|
| Statewide HUB Program | | Regional Certification Agency | | |
| 1711 Jacinto Blvd. | | 624 Six Flags Drive, Suite 100 | | |
| PO Box 13047 | OR | Arlington, TX 76011 | | |
| Austin, TX 78711-3047 | | (817) 640-0606 | | |
| (512) 463-5872 | | | | |

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

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 your 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 company provides and that the bidder has completed a project of similar size and scope of work in this response. Inaccurate, obsolete, or negative responses from the listed references could result in rejection of your bid.

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

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

| | REFERENCE ONE |
|--------------------------|---------------|
| GOVERNMENT/COMPANY NAME: | |
| ADDRESS: | |
| | |
| | |
| E-MAIL ADDRESS: | |
| SCOPE OF WORK: | |
| CONTRACT PERIOD: | |
| | REFERENCE TWO |
| GOVERNMENT/COMPANY NAME: | |
| ADDRESS: | |
| | |
| TELEPHONE NUMBER: | |
| E-MAIL ADDRESS: | |
| SCOPE OF WORK: | |
| CONTRACT PERIOD: | |

REFERENCES MUST BE RETURNED WITH BID!

REFERENCES

REFERENCE THREE

REFERENCES MUST BE RETURNED WITH BID!

SIGNATURE FORM

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

The undersigned affirms that the Bidder has familiarized 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 this 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 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 this bid have not been communicated to any other Bidder or to any employee of Tarrant County prior to the official opening of this bid.

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

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

| Signature | Х |
|--------------------------------|--|
| | Authorized Representative |
| LEGAL NAME AND ADDRESS OF | COMPANY: |
| | Date |
| | Nomo |
| | Title |
| Tel. No | |
| | |
| AFTER HOURS EMERGENCY CO | NTACT: |
| Name: | Tel. No |
| Тн | е Form must be <u>SIGNED</u> . |
| THE ORIGINAL WITH ORIGINAL SIG | NATURE AND ONE (1) COPY MUST BE RETURNED WITH BID! |

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Did you sign and submit all Required Forms? If not, the Bid will be rejected!

COMPANY IS:

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

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

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

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

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

Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Sections 2270.001(2) and 808.001 during the term of this contract. Bidder further verifies 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.

Signature _

THIS FORM MUST BE SIGNED.

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

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AFFIRMATIONS/FORMS/DOCUMENTS

| | ✓Check Indicates Completion | | | | | | |
|----|---|--|--|--|--|--|--|
| 1 | 1. <u>References</u> . Bidder has provided references, other than Tarrant County. References must be able to verify the quality of service the company provides and that the company has completed a project of similar size and scope of work in this bid. | | | | | | |
| 2 | . <u>Signatures</u> . All forms requiring a signature must be signed. Bids not signed will be rejected. | | | | | | |
| 3 | . Price Forms. All sections of Price Forms have been completed. | | | | | | |
| 4 | Bidder has acknowledged Secondary/Alternate Award and Cooperative Purchasing opportunities in the Special Terms and Conditions on pages 6 and 7. | | | | | | |
| 5 | . <u>Insurance Certificates (If required)</u> . Bidders must submit all Insurance Certificates prior to commencement of work. If no insurance requirements specified, mark N/A. | | | | | | |
| 6 | . <u>Addenda</u> . 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 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. Failure to complete and submit all required forms, including but not limited to References, Compliance with Federal and State Laws, 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, Bid Number, Bid Title, and due date. | | | | | | |

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.)
- \Box The project not suited to our organization.
- \Box Quantities too small.
- □ Insufficient time allowed for preparation of bid/proposal.
- \Box Other (please specify).

| Vendor Name: | | |
|------------------------|---|--|
| Contact Person: | | |
| Telephone: | | |
| Email: | | |
| Please send your respo | onse to: | |
| | Tarrant County Purchasing Department 100 E. Weatherford, Suite 303 Fort Worth, TX 76196 | |
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QUESTIONNAIRE

TARRANT COUNTY REQUIRES THE FOLLOWING INFORMATION FROM ALL BIDDERS

| | your rate per hour billed to Tarrant Co | | | Ŭ | |
|---------|--|------------|-----------|------------|--------|
| a. | Federal Payroll Taxes | Yes | N | 0 | |
| b. | Unemployment Insurance | Yes | N | 0 | |
| Are y | our employees bonded?Yes | | _No; If Y | es, Amoun | ıt: \$ |
| Do yo | ou offer Medical Insurance to your emp | loyees? | Y | es | _No |
| Does | your company have a HUB Policy? | | _Yes _ | No | |
| How I | many years has your company been p | roviding T | emporary | /Labor? _ | |
| Does | your company have a location in the I | Dallas/For | t Worth N | letroplex? | YesNo |
| lf Yes | , what is the Address? | | | | |
| lf No, | how do you plan to service this contra | | | | |
| | arded this contract, you will have to ving a payment from Tarrant County. | | | | |
| | | | | | |
| | | | | | |
| Signatu | | | Date | | |
| Compai | ny | | | | |

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

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 — 4,160 | \$12.54 (per hour) | \$ | | \$_ | (\$12.54 + Hourly Flat Rate Fee to Provide Service) |
| | | | | | | |
| NOTE: Curre | ently Tarrant Co | ounty is using | fo | ur (4) workers averagi | ng | 35-40 hours weekly |
| THE ORIGI | NAL AND ONE | : (1) COPY O | F 1 | THIS FORM MUST BE | RI | ETURNED WITH BID! |



