



Company Name:

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

TARRANT COUNTY
PURCHASING DEPARTMENT

RFB NO. 2021-104

**REQUEST FOR BID
FOR
ANNUAL CONTRACT
FOR
ROOFING AND WATERPROOFING
REPAIR SERVICES**

**BIDS DUE JUNE 3, 2021
2:00 P.M.**

RFB NO. 2021-104

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This Table of Contents is intended as an aid to bidders and not as a comprehensive listing of the bid package. Bidders are responsible for reading the entire bid package and complying with all specifications.

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

PRE-BID CONFERENCE

All Bidders are encouraged to attend a Pre-Bid Conference to be held:

DATE: WEDNESDAY, MAY 12, 2021
TIME: 9:00 A.M.
LOCATION: TARRANT COUNTY ADMINISTRATION BUILDING
100 E. WEATHERFORD STREET
4TH FLOOR, ROOM 403
FORT WORTH, TEXAS 76196-0104

Note: There is No opportunity for remote attendance of this meeting.

Tarrant County will not provide copies of RFB documents. Please download and print prior to meeting.

DUE TO COVID-19, TARRANT COUNTY PURCHASING PREFERS THAT FACE MASKS BE WORN AND SOCIAL DISTANCING OBSERVED WHEN VISITING OUR OFFICE. EXCEPTIONS MAY BE GRANTED TO ANYONE WITH HEALTH ISSUES PREVENTING MASK USE, WHO HAS TROUBLE BREATHING, OR WHO IS UNABLE TO REMOVE THEIR OWN MASK WITHOUT ASSISTANCE.

RSVP: Vendors planning to attend the Pre-Bid Conference must RSVP to Elizabeth Pietzsch, CPCM, Senior Contracts Administrator, via fax 817-884-2629 or, if unable to fax, email to BidQuestions-RSVP@tarrantcounty.com by 5:00 p.m., Tuesday, May 11, 2021. Confirmed receipt by Tarrant County of this email is required.

Questions from bidders will be addressed at the pre-bid conference. Any vendor who submits a bid without attending the scheduled pre-bid conference does so at his own risk. Such applicant who submits a bid and does not attend the scheduled pre-bid conference waives any right to assert claims due to undiscovered conditions.

***DUE TO COVID-19 RSVPs ARE EXTREMELY IMPORTANT FOR SPACE RESERVATION.**

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

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

Original and One (1) Copy
OF
COMPLETED BID PROPOSALS
MUST BE RECEIVED IN THE
TARRANT COUNTY PURCHASING DEPARTMENT
AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76196-0104
ON OR BEFORE JUNE 3, 2021 AT 2:00 P.M.

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

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

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Bidder guaranteeing authenticity. After the official opening, bids become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendation of the Tarrant County Purchasing Agent and the approval of Tarrant County Commissioners' Court.

Tarrant County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid. Tarrant County is not exempt from Surplus Lines Tax or Texas Stamping Tax.

Tarrant County reserves the right to accept or reject in part or in whole any bids submitted and to waive any technicalities for the best interest of Tarrant County.

No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the proposal specifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee. Requests from interested bidders for additional information or interpretation of the information included in the specifications should be directed in writing, via fax or via email, to:

ELIZABETH PIETZSCH, CPCM, SENIOR CONTRACTS ADMINISTRATOR
FAX: 817-884-2629 EMAIL: BidQuestions-RSVP@tarrantcounty.com

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

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

The deadline for receipt of all questions is 12:00 p.m., CST, Friday, May 14, 2021. After this deadline, all questions and responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed to Elizabeth Pietzsch, CPCM, Senior Contracts Administrator, via fax at **817-884-2629** or, if unable to fax, emailed to BidQuestions-RSVP@tarrantcounty.com.

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

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

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

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

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

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

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

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

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

1. Bids containing any inconsistencies.
2. Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one (1) Bid for the work contemplated.
3. Bidder being interested in any litigation against Tarrant County.
4. Bidder being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed, including but not limited to, by a financial statement, experience and equipment and questionnaires.
6. Uncompleted work, which in the judgment of Tarrant County, will prevent or hinder the prompt completion of additional work, if awarded.
7. Bidders shall not owe delinquent property tax in Tarrant County.
8. Limited competition.

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

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

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

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

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

TO THE EXTENT PERMITTED BY LAW, VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD TARRANT COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (I) VENDOR'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF VENDORS, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

VENDOR(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

VENDOR(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS, AND PAY ALL TAXES, AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. THE SUCCESSFUL VENDOR ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. VENDOR ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

BOND REQUIREMENTS

Power of Attorney

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

Payment Bond and Performance Bond shall be as follows:

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

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

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

Note: Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas.

***Note: Tarrant County reserves the right to solicit separate bids for all individual Roofing Repair and Waterproofing Services on projects that may exceed \$25,000, but not limited to.**

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS:** Vendor(s) will be awarded a twelve (12) month contract, effective from the date of award or notice to proceed as determined by the Tarrant County Purchasing Department. At Tarrant County's option and approval by the Vendor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**
2. **RENEWAL OPTIONS:** Tarrant County reserves the right to exercise an option to renew the contract of the Vendor for two (2) additional twelve (12) month periods, provided such option is stipulated and agreed upon by both parties. If Tarrant County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. Required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Tarrant County may rescind its option or seek a new solicitation.
3. **SECONDARY/ALTERNATE AWARD:** Secondary or Alternate Vendors serve in a backup capacity only. In the event the Primary is unable to honor the terms and conditions of the contract, the Secondary Vendor(s) may be called. If the Secondary Vendor is unable to honor the terms and conditions of the contract the Alternate Vendor(s) may be called. The Primary Vendor is the first contact. Use of the Secondary or Alternate Vendor(s) must be approved, in writing, by the Tarrant County Purchasing Agent or his designee in compliance with Texas Local Government Code 262.027(g).
 - A. In the event the Secondary or Alternate Vendors are called upon, they will offer the materials and services at their awarded price(s), or better. Any attempt to increase their awarded price(s) may cause the removal of the Vendor from the contract. Calling upon the Secondary or Alternate Vendors does not necessarily affect the status of any awarded Vendor, including the Primary Vendor.
 - B. If a Secondary or Alternate Vendor represents themselves as the Primary Vendor without written authorization from the Tarrant County Purchasing Agent, or his designee, the Secondary or Alternate Vendor may be removed from the contract.
 - C. Would you, as the Vendor, be willing to accept a Secondary or Alternate Award based on the above?

_____Yes _____No

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. **COOPERATIVE PURCHASING:** Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among governmental entities that participate in its Cooperative Purchasing Program. Cooperative Purchasing can be a great benefit to Tarrant County vendors by providing an avenue to offer materials and services to participating entities. A current list of participating entities is included in this solicitation and an up-to-date list can be found on the Tarrant County website.
- A. Should other Governmental Entities decide to participate in this contract, would you, as the Vendor, agree that all terms, conditions, specifications, and pricing would apply? **A "NO" answer could result in complete rejection of the bid.**
- _____Yes _____No
- 1) If you, the Bidder, checked Yes, the following will apply:
- a) Governmental Entities utilizing Intergovernmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials and services under the contract(s) awarded because of the solicitation. All purchases by Governmental Entities other than Tarrant County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Tarrant County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material and services as needed.
 - b) Delivery to governmental entities located within Tarrant County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Tarrant County shall be negotiated between the Vendor and each governmental entity.
 - c) Tarrant County utilizes County Purchase Orders as its primary means of encumbering funds and pays for goods and services utilizing Vendor invoices. In the event Governmental Entities utilizing InterGovernmental Contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the Vendor to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the Vendor.
 - d) Vendor(s) awarded contract(s) resulting from bid will be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information should be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County.

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

1. ALAMO COMMUNITY COLL DISTRICT	62. CITY OF BAYTOWN	123. CITY OF FLORESVILLE
2. ALAMO HEIGHTS ISD	63. CITY OF BEDFORD	124. CITY OF FLOYDADA
3. ALLEN ISD	64. CITY OF BELLMEAD	125. CITY OF FOREST HILL
4. ALVARADO ISD	65. CITY OF BELLS	126. CITY OF FORNEY
5. ALVORD ISD	66. CITY OF BENBROOK	127. CITY OF FORT WORTH
6. ANNA FIRE DEPARTMENT	67. CITY OF BIG SPRING	128. CITY OF FRISCO
7. ANDERSON COUNTY	68. CITY OF BLUE MOUND	129. CITY OF FULSHEAR
8. ANDREWS COUNTY	69. CITY OF BONHAM	130. CITY OF GAINESVILLE
9. ARANSAS COUNTY	70. CITY OF BOVINA	131. CITY OF GALENA PARK
10. ARGYLE ISD	71. CITY OF BOWIE	132. CITY OF GALVESTON
11. ARLINGTON ISD	72. CITY OF BOYD	133. CITY OF GANADO
12. ARMSTRONG COUNTY	73. CITY OF BRIDGE CITY	134. CITY OF GARLAND
13. ASPERMONT ISD	74. CITY OF BROWNEPORT	135. CITY OF GATESVILLE
14. ATASCOSA COUNTY	75. CITY OF BROWNWOOD	136. CITY OF GEORGETOWN
15. AUBREY ISD	76. CITY OF BRYAN	137. CITY OF GLEN HEIGHTS
16. AZLE ISD	77. CITY OF BUDA	138. CITY OF GODLEY
17. BAILEY COUNTY	78. CITY OF BURKBURNETT	139. CITY OF GRANBURY
18. BASTROP COUNTY	79. CITY OF BURLESON	140. CITY OF GRAND PRAIRIE
19. BASTROP ISD	80. CITY OF CADDO MILLS	141. CITY OF GRAND SALINE
20. BELL COUNTY	81. CITY OF CANTON	142. CITY OF GRAPEVINE
21. BENBROOK WATER AUTHORITY	82. CITY OF CARROLLTON	143. CITY OF GREENVILLE
22. BETHANY SPEC UTILITY DIST	83. CITY OF CASTLE HILLS	144. CITY OF HALTOM CITY
23. BEXAR COUNTY	84. CITY OF CEDAR HILL	145. CITY OF HARLINGEN
24. BIRDVILLE ISD	85. CITY OF CEDAR PARK	146. CITY OF HASLET
25. BLUE RIDGE FIRE DEPARTMENT	86. CITY OF CELESTE	147. CITY OF HEATH
26. BOSSIER PARISH SHERIFF'S OFFICE	87. CITY OF CELINA	148. CITY OF HEWITT
27. BOSQUE COUNTY	88. CITY OF CIBOLO	149. CITY OF HITCHCOCK
28. BRANCH FIRE DEPARTMENT	89. CITY OF CLEBURNE	150. CITY OF HORIZON CITY
29. BRAZORIA COUNTY	90. CITY OF COCKRELL HILL	151. CITY OF HUDSON OAKS
30. BRAZOS COUNTY	91. CITY OF COLLEYVILLE	152. CITY OF HUNTSVILLE
31. BREWSTER COUNTY	92. CITY OF COLUMBUS	153. CITY OF HURST
32. BRIAR VOLUNTEER FIRE DEPT.	93. CITY OF COLORADO CITY	154. CITY OF HUTCHINS
33. BROOKS CNTY CNSTBLS. PRECS 1-4	94. CITY OF COMBINE	155. CITY OF HUTTO
34. BROWN COUNTY	95. CITY OF COMMERCE	156. CITY OF INGLESIDE
35. BULVERDE POLICE DEPARTMENT	96. CITY OF CONVERSE	157. CITY OF IRVING
36. BURNET COUNTY	97. CITY OF COPPELL	158. CITY OF ITALY
37. BYNUM ISD	98. CITY OF COPPERAS COVE	159. CITY OF JACKSBORO
38. CAMERON COUNTY	99. CITY OF CORINTH	160. CITY OF JACKSONVILLE
39. CANTON ISD	100. CITY OF CORSICANA	161. CITY OF JONESTOWN
40. CANYON ISD	101. CITY OF CROWLEY	162. CITY OF JEFFERSON
41. CARROLL ISD	102. CITY OF CUMBY	163. CITY OF JUSTIN
42. CARROLLTON-FARMERS BRANCH ISD	103. CITY OF DALWORTHINGTON GRDN	164. CITY OF KATY
43. CASTLEBERRY ISD	104. CITY OF DE LEON	165. CITY OF KEENE
44. CEDAR HILL ISD	105. CITY OF DECATUR	166. CITY OF KELLER
45. CHAMBERS COUNTY	106. CITY OF DEER PARK	167. CITY OF KENNEDALE
46. CHEROKEE COUNTY	107. CITY OF DENISON	168. CITY OF KERMIT
47. CITY OF ALEDO	108. CITY OF DENTON	169. CITY OF KILLEEN
48. CITY OF ALLEN	109. CITY OF DESOTO	170. CITY OF KINGSVILLE
49. CITY OF ALVORD	110. CITY OF DIBOLL	171. CITY OF KRUM
50. CITY OF AMARILLO	111. CITY OF DUNCANVILLE	172. CITY OF KYLE
51. CITY OF ANDREWS	112. CITY OF EARLY	173. CITY OF LAFERIA
52. CITY OF ANGLETON	113. CITY OF EASTLAND	174. CITY OF LA GRULLA
53. CITY OF ANNA	114. CITY OF EL PASO	175. CITY OF LA VERNIA
54. CITY OF ARLINGTON	115. CITY OF ELECTRA	176. CITY OF LAKE DALLAS
55. CITY OF ATHENS	116. CITY OF EMORY	177. CITY OF LAKE WORTH
56. CITY OF AUBREY	117. CITY OF ESCOBARES	178. CITY OF LANCASTER
57. CITY OF AUSTIN	118. CITY OF EULESS	179. CITY OF LAREDO
58. CITY OF AZLE	119. CITY OF EVERMAN	180. CITY OF LEAGUE CITY
59. CITY OF BALCH SPRINGS	120. CITY OF FARMERS BRANCH	181. CITY OF LEANDER
60. CITY OF BANGS	121. CITY OF FARMERSVILLE	182. CITY OF LEWISVILLE
61. CITY OF BASTROP	122. CITY OF FERRIS	183. CITY OF LINDALE

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

184.	CITY OF LITTLE ELM	246.	CITY OF SOUR LAKE	306.	EASTLAND COUNTY
185.	CITY OF LITTLEFIELD	247.	CITY OF SOUTHLAKE	307.	ECTOR COUNTY
186.	CITY OF LIVE OAK	248.	CITY OF SOUTHMAYD	308.	ECTOR COUNTY ISD
187.	CITY OF LUBBOCK	249.	CITY OF SPRINGTOWN	309.	EDDY COUNTY, NM
188.	CITY OF LUCAS	250.	CITY OF STEPHENVILLE	310.	EL PASO COUNTY
189.	CITY OF LUFKIN	251.	CITY OF SULPHUR SPRINGS	311.	EL PASO CNTY HOSP DIST DBA UNIV MEDICAL CENTER OF EL PASO
190.	CITY OF LUMBERTON	252.	CITY OF TAFT	312.	ELECTRA ISD
191.	CITY OF MANSFIELD	253.	CITY OF TAYLOR	313.	ELLIS COUNTY
192.	CITY OF MARSHALL	254.	CITY OF TEMPLE	314.	ERATH COUNTY
193.	CITY OF McALLEN	255.	CITY OF TERRELL	315.	EVERMAN ISD
194.	CITY OF MCKINNEY	256.	CITY OF TEXARKANA, AR	316.	FANNIN COUNTY
195.	CITY OF MELISSA	257.	CITY OF TEXARKANA, TX	317.	FARMERSVILLE ISD
196.	CITY OF MERKEL	258.	CITY OF THE COLONY	318.	FLOYD COUNTY
197.	CITY OF MESQUITE	259.	CITY OF UNIVERSAL CITY	319.	FORNEY ISD
198.	CITY OF MIDLOTHIAN	260.	CITY OF UNIVERSITY PARK	320.	FORT BEND COUNTY
199.	CITY OF MINEOLA	261.	CITY OF VAN ALSTYNE	321.	FORT BEND COUNTY ESD#2
200.	CITY OF MINERAL WELLS	262.	CITY OF VENUS	322.	FORT BEND COUNTY ESD#7
201.	CITY OF MORGAN'S POINT RESORT	263.	CITY OF VERNON	323.	FORT WORTH HOUSING AUTHORITY
202.	CITY OF MURPHY	264.	CITY OF WACO	324.	FORT WORTH ISD
203.	CITY OF NACOGDOCHES	265.	CITY OF WATAUGA	325.	FORT WORTH TRANSP AUTHORITY
204.	CITY OF NEDERLAND	266.	CITY OF WAXAHACHIE	326.	FRANKLIN COUNTY
205.	CITY OF NEW BRAUNFELS	267.	CITY OF WEATHERFORD	327.	FREESTONE COUNTY
206.	CITY OF NORTH RICHLAND HILLS	268.	CITY OF WESTWORTH VILLAGE	328.	FRISCO ISD
207.	CITY OF ODESSA	269.	CITY OF WHITE SETTLEMENT	329.	GLASSCOCK COUNTY
208.	CITY OF OVILLA	270.	CITY OF WHITESBORO	330.	GOLIAD COUNTY
209.	CITY OF PALESTINE	271.	CITY OF WHITEWRIGHT	331.	GONZALES COUNTY
210.	CITY OF PARKER	272.	CITY OF WILLS POINT	332.	GRAND PRAIRIE ISD
211.	CITY OF PASADENA	273.	CITY OF WILMER	333.	GRANDVIEW POLICE DEPT.
212.	CITY OF PELICAN BAY	274.	CITY OF WINNSBORO	334.	GRAPEVINE\COLLEYVILLE ISD
213.	CITY OF PERRYTON	275.	CITY OF WYLIE	335.	GRAYSON COUNTY
214.	CITY OF PHARR	276.	CLAY COUNTY	336.	GREENVILLE ISD
215.	CITY OF PLANO	277.	CLEAR CREEK ISD	337.	GREGG COUNTY
216.	CITY OF PORT ISABEL	278.	CLEBURNE ISD	338.	GRIMES COUNTY
217.	CITY OF POTEET	279.	COCHRAN COUNTY	339.	GUADALUPE COUNTY
218.	CITY OF POTTSBORO	280.	COLLIN COUNTY	340.	HARDIN COUNTY
219.	CITY OF PRINCETON	281.	COLLIN COUNTY COMM COLL DIST.	341.	HARRIS-FORT BEND EMG SVCS DIST #100
220.	CITY OF QUINLAN	282.	COLORADO COUNTY	342.	HARRIS CNTY EMG SVCS DIST #7
221.	CITY OF RALLS	283.	COMAL COUNTY	343.	HARRIS CNTY EMG SVCS DIST #10
222.	CITY OF RED OAK	284.	COMMUNITY HEALTHCORE	344.	HARRIS CNTY EMG SVCS DIST #24
223.	CITY OF RHOME	285.	COOKE COUNTY	345.	HARRIS CNTY EMG SVCS DIST #48
224.	CITY OF RICHARDSON	286.	COPPELL ISD	346.	HARRISON COUNTY
225.	CITY OF RICHLAND HILLS	287.	CORYELL COUNTY	347.	HAWKINS ISD
226.	CITY OF RIO GRANDE CITY	288.	COTTONDALE VOL FIRE DEPT	348.	HAYS COUNTY
227.	CITY OF RIVER OAKS	289.	CROWLEY ISD	349.	HEART OF TX REG MHMR CENTER
228.	CITY OF ROANOKE	290.	DALLAS COUNTY	350.	HENDERSON COUNTY
229.	CITY OF ROBINSON	291.	DALLAS CNTY UTIL & RECLAM. DIST	351.	HEREFORD ISD
230.	CITY OF ROCKWALL	292.	DFW INT'L AIRPORT BOARD	352.	HILL COUNTY
231.	CITY OF ROUND ROCK	293.	DALLAS ISD	353.	HOOD COUNTY
232.	CITY OF ROWLETT	294.	DECATUR ISD	354.	HOPKINS COUNTY
233.	CITY OF ROYSE CITY	295.	DENISON ISD	355.	HOUSING AUTH OF CITY OF AUSTIN
234.	CITY OF RUNAWAY BAY	296.	DENTON COUNTY	356.	HUMBLE ISD
235.	CITY OF RUSK	297.	DENTON COUNTY FRESH WATER SUPPLY DISTRICT No. 1-A	357.	HUNT COUNTY
236.	CITY OF SACHSE	298.	DENTON COUNTY FRESH WATER SUPPLY DISTRICT No. 10	358.	HURST EULESS BEDFORD ISD
237.	CITY OF SAGINAW	299.	DENTON ISD	359.	HUTCHINSON COUNTY
238.	CITY OF SAN ANGELO	300.	DeSoto ISD	360.	IDEA PUBLIC SCHOOLS
239.	CITY OF SAN BENITO	301.	DIANA SPECIAL UTILITY DISTRICT	361.	IRVING ISD
240.	CITY OF SAN MARCOS	302.	DUNCANVILLE ISD	362.	JACK COUNTY
241.	CITY OF SANGER	303.	DUVAL COUNTY	363.	JASPER COUNTY
242.	CITY OF SANSOM PARK	304.	EAGLE MOUNTAIN-SAGINAW ISD	364.	JEFFERSON COUNTY
243.	CITY OF SEABROOK	305.	EAST TEXAS COUNCIL OF GOVS.	365.	JEFFERSON CNTY DRAIN. DIST. #7
244.	CITY OF SEAGOVILLE			366.	JIM WELLS COUNTY
245.	CITY OF SHERMAN				

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

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

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5. **EXAMINATION OF EXISTING PREMISES:** It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based on the specifications, supplemented by the affecting conditions.
6. **RISK:** The work under this contract in every respect shall be at the risk of the Contractor until finished and accepted.
7. **EXECUTION, CORRECTION, AND INTENT OF DOCUMENTS:** The intent of the contract documents, plans and specifications is to describe the complete work to be performed under such contract. Unless otherwise provided, it is also the intent of the plans and specifications and contract documents that the respective Contractor(s) shall furnish all materials, supplies, tools, equipment, machinery, labor and supervision necessary for the prosecution and completion of the work in full compliance with the proposal, plans, specification and other documents.
8. **INSURANCE:**
 - A. The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.
 - 1) Workers' Compensation/Employer's Liability
 - a. Worker's Compensation — statutory
 - b. Employer's Liability — \$500,000
 - 2) Commercial General Liability:
 - a. Bodily Injury/Personal Injury/Property Damage —
\$1,000,000 per occurrence/\$2,000,000 aggregate
 - 3) Auto Liability:
 - a. Combined Single Limit (CSL) — \$500,000 per occurrence
 - 4) General liability — same limits as above.
 - B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

C. Required Provisions:

1. Proof of Carriage of Insurance - All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.
 2. All Certificates shall provide Tarrant County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
 3. 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 solicitation number for which the insurance is being supplied.
 5. The Contractor 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 Contractor/Vendor is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.
9. **LABOR:** Perform labor in a workmanlike manner by skilled mechanics of their respective trades.
10. **TIME OF COMPLETION:** Each Bidder shall state in his bid, in the space provided, the number of calendar days required from the date of receipt of "Notice to Proceed" to complete the work.
11. **WORKMEN'S SAFETY:** The Contractor shall meet all safety and health regulations required by the Occupational Safety and Health Administration, Department of Labor and all state regulations dealing with occupational safety.
12. **SALES TAX:** Contracts or subcontracts let on this project are exempt from the "Limited Sales Tax" of the State of Texas, and no provisions should be made in any bid for an amount to be used to pay such tax, either directly or indirectly.
13. **MATERIAL SUBSTITUTION:**
- A. Where several materials are specified by name for one use, select for use of those specified. Wherever item or class of material is specified exclusively by trade name, manufacturer's name or catalog reference, use only such item unless written approval for substitution is secured.
 - B. The Specifications specify the quality of the materials to be used. The method of fabrication and incorporation into the building shall be governed by the best known practices in each of the respective trades.

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

14. **CODE REQUIREMENTS:** The rules and regulations, ordinances and laws governing the installation of the work and/or equipment shall be in accordance with all regulations and codes of the Federal, State, and Municipal departments having jurisdiction, the National Board of Fire Underwriters, Factory Mutual Insurance, and Texas Engineering and Fire Prevention Bureau, and the local utility companies which are in force at the time of the execution of the work.
15. **PROTECTION:** The Contractor shall provide and maintain all protections required by the governing laws, regulations, and ordinances. The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the Owner or to the work or materials installed and shall make good any loss, damage, or injury without cost to the owner.
16. **INDEMNIFICATION:** The Contractor agrees to fully indemnify and save whole and harmless the County of Tarrant from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, his agents, servants, and employees.
17. **CRIMINAL BACKGROUND CHECK:**
 - A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.
 1. The Vendor must provide information, including, but not limited to, Employee Name, date of birth, 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 Criminal Background Check could affect the award of the contract or could result in the termination of the contract.
 4. The Criminal Background Check applies to the individual and not the Company.
 5. Passing status must be maintained by Vendor personnel for duration of the contract.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

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

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

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

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

2. **Breach Notification**

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

3. **Data**

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

4. **Right to Audit**

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

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

TWCC Rule 110.110

Workers' Compensation Insurance Coverage

A. Definitions:

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

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

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

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

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

TWCC Rule 110.110 Workers' Compensation Insurance Coverage

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

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

TWCC Rule 110.110 Workers' Compensation Insurance Coverage

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

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

PREVAILING WAGE RATES

MINIMUM WAGE RATES:

- A. Attention is called to the Texas Government Code, Title 10 General Government, Subtitle F, Chapter 2258. This Article requires the Contractor and any subcontractor under him to pay not less than the prevailing rates per diem wages in the locality of the work at the time of construction to all laborers, workmen and mechanics employed by them in the execution of the Contract. Respondents should familiarize themselves with the entire provisions of this law and the penalties provided for its violation before submitting their proposals.
- B. For the work required of this project, the CONTRACTOR and all sub-contractors shall pay his/her employees the prevailing wage rates in accordance with the Texas Government Code, Chapter 2258. The prevailing wage rates determined applicable for projects are the current prevailing wage rate schedules of the United States Department of Labor adopted in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a, et. seq.) and its subsequent amendments. These prevailing wage rates can be obtained from the following web page:
https://beta.sam.gov/wage-determination/2015-5231/12?keywords=TARRANT%20COUNTY&sort=-relevance&index=wd&is_active=true&page=1 and search State of Texas, County of Tarrant.
- C. Any Contractor and any subcontractor under him to pay not less than the prevailing rates per diem wages in the locality of the work at the time of construction to all laborers, workmen and mechanics employed by them in the execution of the Contract. Respondents should familiarize themselves with the entire provisions of this law and the penalties provided for its violation before submitting their proposals.
- D. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the work at the time of construction.
- E. For overtime work and legal holidays, the hourly rate shall be one and one-half times the Basic Hourly Rate.
- F. The Contractor shall pay Tarrant County the amount of sixty dollars (\$60.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the stipulated rates for any work done under this Contract, by him or by any subcontractor under him.
- G. No portion of this provision shall be construed to prohibit the payment to any laborer, workman, or mechanic employed on the Work of more than the stated wage rate. It shall be the responsibility of the Contractor to maintain an adequate work force whether higher wages are required or not.

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

EVALUATION CRITERIA shall include, but is not limited to the following:

1. Rate per hour and percentage (%) markup on parts
2. Bidder's past performance record with Tarrant County
3. Tarrant County's evaluation of Bidder's ability to perform
4. Tarrant County's experience with parts and services bid
5. Special needs and requirements of Tarrant County
6. Results of Tarrant County's review/checkout of each vendors' list of Authorized Manufacturer Repair Facility
7. Bidder's staff, size, experience
8. Results of Tarrant County's check of Bidder's references

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

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

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

TECHNICAL SPECIFICATIONS

I. INTRODUCTION

- A. Tarrant County Facilities Management is seeking vendors to bid on an annual agreement for roofing and waterproofing services to encompass the entire exterior building envelope. This includes any exterior leak repairs to masonry walls, roof, windows, vertical and horizontal expansion joints and parking garage leaks for all of Tarrant County building roofs located in the downtown and suburban areas as well as Tarrant County leased spaces. This is not an all-inclusive list; Tarrant County reserves the right to ask for services at other locations not listed and to delete locations during the contract period.
- B. It is of vital importance to get contracted vendors to respond within four (4) hours after contact is made and arrangements made to review and provide the services needed, within the context of this contract, in order to mitigate further damage to Tarrant County buildings.

II. TERM

- A. The term will be for one (1) year with two (2) one (1) year options for renewal. Prices must remain at the same fixed rate for the entire contract term.
- B. There will be multiple vendor awards on this contract – all primary. The selection criteria will be based on hourly rates, parts mark-up and availability of personnel to perform the work when needed. The owner equipment rentals will play a role when certain jobs will require specific equipment.

III. SUBCONTRACTING

- A. The intent of this contract is to award to vendor(s) who will be performing most of the scope of work with their own hired staff. There may be on occasion, some portion of the work that will require the need to hire a sub-contractor to perform a portion of the work.
- B. Should sub-contracting be required, the vendor must first obtain approval of Owner prior to any work being performed by a sub-contractor.

IV. SCOPE OF WORK

- A. The successful bidder(s) will provide leak repairs to roofs to encompass the entire exterior building envelope which includes sheet metal work as needed for the preservation of all roof systems at Tarrant County buildings during regular business and non-business hours.
- B. Tarrant County at times, will ask for budgetary quotes, based on contract pricing. When submitting an estimate, vendor is required to list this Bid No. 2021-104 and adhere to the pricing used for the award on all their correspondence with the Tarrant County employee. This is a time and material contract so the estimate submitted may be less or more dependent on actuals. Tarrant County will only pay for actuals.

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

- C. Tarrant County reserves the right to add or delete buildings and their locations as needed. Tarrant County may request a written quotation from the Vendor for a location not listed on the building list, Attachment #1. Awarded Vendors shall submit, in writing, a fair and reasonable price for the service requested based on current bid prices. If it is determined the quote is excessive, Tarrant County reserves the right to request quotations from additional sources. When providing any quotes, make sure to include this RFB #2021-104 on your quote.
- D. Roofing technicians must be proficient in all phases of roofing, waterproofing and sheet metal repair for modified bitumen and multi-ply, asphalt, gravel covered, built-up roof systems and/or metal roofing systems.
- E. Tarrant County has roofs under warranty with various roofing manufacturers. On the buildings that have warranties, vendors will be selected only if they are certified to install and/or repair roofing where they have provided the back up to show they are a certified repair facility for the manufacturer (Reference Attachment #2). This will ensure that Tarrant County warranties are not voided.
- F. On roof projects vendors will be required to submit manufacturer approved detailed drawings to the Tarrant County Facilities Management Representative (TCFM) for the scope of work prior to beginning construction.
- G. The Contractor shall own all equipment needed to provide service to Tarrant County and complete work in a timely and satisfactory manner. If vendor does not own equipment needed to complete the job and rental is required, vendor will be required to provide owner with rental cost. All rental charges are to be approved by the TCFM Representative before any costs are incurred.
- H. Vendors will be required to provide final inspection reports from the roof system manufacturers which verify that the completed work is acceptable to the manufacturer and the work will be covered under the terms of any existing warranty.
- I. The successful bidder(s) will provide Roofing Repair Services which will include but not be limited to roofing and/or sheet metal repairs, water resistant roofing, insulation, masonry brick, block and brick exterior wall maintenance, repair and application of protective coatings. These repairs must be warranted to be free from leaks for a term of one (1) year from final acceptance.
- J. Bidder's work must conform to all local, state, and federal codes. Applicable standards will be National Roofing Contractors Association (NRCA), Sheet Metal and Air Conditioning Contractors National Association (SMACNA), American Society of Testing and Materials (ASTM), and Underwriters Laboratory (UL).
- K. The bidder **shall be sufficiently staffed** (with Roofers, Sheet Metal Workers, and/or Helpers) to respond to a call with twenty-four (24) hours after the receipt of a call from a TCFM Representative for emergency service calls, and within five (5) calendar days after the receipt of a call from a TCFM Representative for standard repair calls.

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

- L. Tarrant County reserves the right to use other vendors when the response time is not met, or the quality of work is seen as unacceptable.
- M. Tarrant County reserves the right to select vendor(s) on overall low based on hourly rate, parts markup and owner rental equipment combined when in the best interest of the County.
- N. Tarrant County reserves the right to use other service vendors when, the number of hours estimated/being charged is considered excessive, or the number of Roofers, Sheet Metal Workers, and/or Helpers required/sent to perform the work required on a certain project is determined to be excessive.

V. QUALIFICATIONS

A. ROOFER, WATERPROOFING AND SHEET METAL WORK

- 1. The Contractor should submit **WITH BID** proof of having a minimum of ten (10) years as a locally licensed contractor.
- 2. Bidder should submit, **WITH BID**, a copy of letter from each manufacturer indicating that they are certified applicators for installation, maintenance, and repair as listed on the Authorized Manufacturer Repair Facility. (Attachment #2). State the number of years of certification for a ten (10) year and/or twenty (20) years roofing system and if you are an authorized manufacturer repair facility.
- 3. Bidder should provide **WITH BID**, fall protection and safety plan in use at vendor place of business. Provide details regarding compliance regulations and corrective actions taken for non-compliance.
- 4. Failure to provide these with bid may result in disqualification of your bid.

VI. PERMIT(S)

- A. Should a specific project require the vendor to pull a permit from the city having jurisdiction, the vendor shall apply for and secure such permit, prior to the start of work on the project requiring the permit. In no case will the vendor submit an invoice for work completed when a permit was required for that project and said permit was not first obtained by the vendor.

VII. WARRANTY

- A. Warranty Equipment will require original equipment manufacturer (OEM) parts only.

VIII. ARRIVAL AND DEPARTURE

- A. Vendor must sign in upon arrival and sign out when leaving the job site on the vendor sign-in logs at every facility. Tarrant County will not sign vendor's sign-in sheets; thereby unknowingly agreeing to any other terms and conditions that may be listed on their sign-in sheets.

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

- B. Tarrant County reserves the right to solicit separate bids for all individual roof and sheet metal projects that may exceed \$25,000, but not limited to. Tarrant County reserves the right to use other vendors when the response time is not met, the quality of work is seen as unacceptable, the number of hours estimated considered excessive, or the number of journeymen and/or helpers required/set to perform the work on a certain projected is determined to be excessive.
- C. Awarded Vendor must obtain authorization to complete repairs before any repair service begins. Authorization must be obtained from applicable TCFM Representative.

IV. INVOICING

- A. All invoices are to be sent to the Tarrant County Facilities Management Office at TCFMInvoices@tarrantcounty.com. Note: This is in addition to the official invoice submittal on Page 3 of RFB document. It will be time/date stamped and will be forwarded to the appropriate TCFM Representative to complete the requisition. Contractor shall attach invoices for anything they purchase or rent and provide the County with a markup, excluding typical truck stock.
- B. Tarrant County reserves the right to request supporting documents for typical truck stock items, as necessary. If there are questions or discrepancies about an invoice or some other document that has been submitted with invoice, vendor will be contacted by a member of the TCFM Staff.
- C. Priority must be given to correcting invoices, or providing the additional information, when contacted by TCFM Staff in a timely manner or within one (1) to two (2) days after a request has been made by Facilities Management Staff.
- D. All invoices must be dated for the same month the invoice is being submitted. All invoices must specify date of service and be accompanied by a work order or job ticket. Tarrant County Facilities Management will **not** sign work order or job tickets; thereby unknowingly agreeing to any other terms and conditions that may be listed on their sign-in sheets.
- E. Vendor **shall not charge** Tarrant County a separate “trip charge” on any project performed under this Annual Contract. Vendor’s time shall not start until such time as the vendor has arrived on-site to start the project. Trip charges include trips to retrieve any necessary equipment of parts to perform the work.
- F. Vendor shall not charge fuel surcharges.
- G. Bidder **shall not charge any percentage (%) mark-up on any owned or rental equipment** the Bidder may rent and utilize under this contract, including Bidder’s sub-contractor(s).
- H. If the vendor does not own equipment needed to complete the project, an invoice must be provided from the rental agency along with the quotation. No mark-up is allowed on rental equipment.

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

- I. The Bidder **shall be sufficiently staffed** (with Superintendent, roofers, sheet metal journeyman, apprentice, plus helpers) to respond to a call within four (4) hours after the receipt of a call from a TCFM Representative.
- J. The County will not reimburse for parking expenses. There is limited vendor parking available on a first come first serve basis offered by the County.



TARRANT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

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

II. DEFINITIONS

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

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

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

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

III. POLICY GUIDELINES

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

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

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

IV. ADMINISTRATIVE GUIDELINES

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

510 Historically Underutilized Businesses Policy

Adopted: Court Order 64788 (December 17, 1990)

Amended: Court Order 69958 (December 7, 1993)

Amended: Court Order 99651 (December 28, 2006)

Amended: Court Order 127875 (June 19, 2018)

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES
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FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

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

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

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

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

OR

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

If your company is 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 ROOFING AND WATERPROOFING REPAIR SERVICES

REFERENCES

Please list three (3) references, **other than past or present employees of Tarrant County**, who can verify your performance as a Vendor. Performance includes, but is not limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine Vendor's ability to provide the intended goods or service of the bid. Tarrant County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Vendor's company provides and that the Bidder has completed a project of similar size and scope of work in this response. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

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

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

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH BID!

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

REFERENCES

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH BID!

SIGNATURE FORM

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

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

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

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Tarrant County, and that the contents of this bid have not been communicated to any other Bidder or to any employee of Tarrant County prior to the official opening of this 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 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

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

Signature _____ **X**
Authorized Representative

Legal Name of Company

Date

Street Address

Printed Name of Authorized Representative

City, State and Zip

Title of Authorized Representative

Telephone Number

Fax Number

E-Mail Address

AFTER HOURS EMERGENCY CONTACT:

Name: _____

Tel. No. _____

THIS FORM MUST BE SIGNED.

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



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

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES
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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: _____

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 _____X

THIS FORM MUST BE SIGNED.

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

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

AFFIRMATIONS/FORMS/DOCUMENTS

✓ Check Indicates Completion	
	1. <u>References.</u> Bidder has provided references, other than Tarrant County. References must be able to verify the quality of service the company provides and that the company has completed a project of similar size and scope of work in this bid.
	2. <u>Signatures.</u> All forms requiring a signature must be signed. Bids not signed will be rejected.
	3. <u>Price Forms.</u> All sections of Price Forms have been completed.
	4. Bidder has acknowledged Secondary/Alternate Award and Cooperative Purchasing opportunities in the Special Terms and Conditions on pages 7 and 8.
	5. <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 Bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders bid non-responsive. Failure to complete and submit all required forms, including but not limited to References, Compliance With Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.
	8. Bidder has read, understands, and agrees to Tarrant County's Criminal Background Check requirements.
	9. Accuracy for all mathematical and numerical entries is the sole responsibility of the Bidder. Tarrant County will not be responsible for errors made by the Bidder.
	10. Bidder's company is registered on TVORS (Tarrant Vendor On-Line Registration System).
	11. Bidder has sealed and marked the envelope with the Company Name, RFB Number, Bid Title, and due date.

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

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

AFFIRMATIONS/FORMS/DOCUMENTS

✓Check Indicates Completion	
	12. The Contractor should submit <u>WITH BID</u> proof of having a minimum of ten (10) years as a locally licensed contractor. Must have before contract award.
	13. Bidder should submit, <u>WITH BID</u> , a copy of letter from each manufacturer indicating that they are certified applicators for installation, maintenance, and repair as listed on the Authorized Manufacturer Repair Facility. (Attachment #2). Make sure to check off columns 3 & 4 Warranty Term and Authorization as a Service Facility. Must have before contract award.
	14. Bidder should provide <u>WITH BID</u> , fall protection and safety plan in use at vendor place of business. Provide details regarding compliance regulations and corrective actions taken for non-compliance. Must have before contract award.

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

NO-BID RESPONSE

In the event that your organization chooses not to submit a bid/proposal for this solicitation, the Tarrant County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids/proposals in order to better serve the taxpayers of Tarrant County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ The scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- ☐ The project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other (please specify).

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to:

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

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

TIME AND MATERIAL WITH PARTS MARK-UP PRICE FORM

Having read and understood the Instructions to Bidders and/or the Specifications, we submit the following bid:

DESCRIPTION	Minimum # of Hour(s) billed/Service Call	PARTS MARK-UP (*)	8:00 a.m. to 5:00 p.m. HOURLY RATE (Straight Time)	5:01 pm to 7:59 am HOURLY RATE (Overtime incl. Weekends)	HOLIDAY HOURLY RATE (Contractor's Recognized/ Paid Holidays)
	_____HR	_____%			
SUPERINTENDENT			\$ _____	\$ _____	\$ _____
ROOFING:					
FOREMAN			\$ _____	\$ _____	\$ _____
ROOFER			\$ _____	\$ _____	\$ _____
HELPER			\$ _____	\$ _____	\$ _____
SHEET METAL:					
FOREMAN			\$ _____	\$ _____	\$ _____
JOURNEYMAN SHEET METAL			\$ _____	\$ _____	\$ _____
APPRENTICE SKILLED LABORER			\$ _____	\$ _____	\$ _____
HELPER			\$ _____	\$ _____	\$ _____

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

ANNUAL CONTRACT FOR ROOFING AND WATERPROOFING REPAIR SERVICES

OWNER / RENTAL EQUIPMENT LIST

PRICE FORM

DESCRIPTION	Dollar Rate	8 am to 5 pm Hourly Rate	5:01 pm to 7:59 am Hourly Rate	Holiday & Weekend Hourly Rate
CRANE OPERATOR	\$ _____	\$ _____	\$ _____	\$ _____
TRUCK DRIVER	\$ _____	\$ _____	\$ _____	\$ _____
FORK LIFT OPERATOR	\$ _____	\$ _____	\$ _____	\$ _____
HELPER	\$ _____	\$ _____	\$ _____	\$ _____
LIST ANY OTHER EQUIPMENT OWNED AND AVAILABLE FOR RENT				
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____

NO MARK-UP ON OWNER / RENTAL EQUIPMENT PERMITTED.

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

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



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

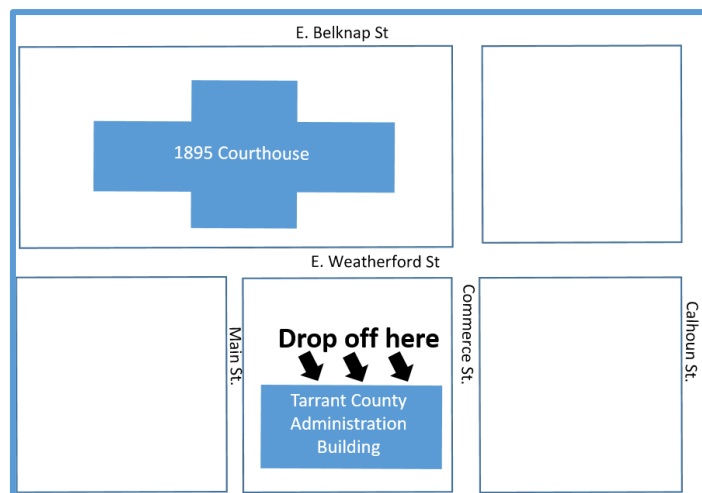
RFB No. 2021-104

**ANNUAL CONTRACT FOR ROOFING AND
WATERPROOFING REPAIR SERVICES**

Due Date: JUNE 3, 2021 AT 2:00 P.M.

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

Street View



Building View

