

**Company Name:** 

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

CHRIS LAX, CPSM, CPCP ASSISTANT PURCHAING AGENT

RFB NO. 2022-081

# REQUEST FOR BID FOR ANNUAL CONTRACT FOR CARPET, TILE, AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES

BIDS DUE FEBRUARY 24, 2022 2:00 P.M. CST

RFB NO. 2022-081

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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.

## PRE-BID CONFERENCE

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

## A Pre-Bid GoToMeeting Video Conference will be held:

WEDNESDAY, FEBRUARY 9, 2022 AT 2:00 P.M., CST

https://global.gotomeeting.com/join/428822469

You can also dial in using your phone:

(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (646) 749-3335

- One-touch: tel:+16467493335,,428822469#

Access Code: 428-822-469

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

RSVP: Vendors planning to attend the Pre-Bid GoToMeeting Video Conference must RSVP to Jane Rogers, MPA, Senior Buyer, via fax 817-884-2629 or, if unable to fax, email to <a href="mailto:BidQuestions-RSVP@tarrantcounty.com">BidQuestions-RSVP@tarrantcounty.com</a> by 5:00 p.m. CST, Tuesday, February 8, 2022. Confirmed receipt by Tarrant County of this email is required.

A RSVP must be completed by each company representative wishing to participate in the GoToMeeting and an email address must be provided for each.

After the RSVP deadline, a GoToMeeting invitation will be sent to participants.

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 Bidder who submits a bid and does not attend the scheduled pre-bid conference waives any right to assert claims due to undiscovered conditions.

Tarrant County is requesting bids for the ANNUAL CONTRACT FOR CARPET, TILE, AND MISCELLANEOUS FLOORING MATERIALS AND 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

COMPLETED BID PROPOSALS

MUST BE RECEIVED IN THE

TARRANT COUNTY PURCHASING DEPARTMENT

AT 100 E. WEATHERFORD, SUITE 303

FORT WORTH, TEXAS 76196-0104

ON OR BEFORE FEBRUARY 24, 2022 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 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:

JANE ROGERS, SENIOR BUYER

FAX: 817-884-2629 EMAIL: <u>BidQuestions-RSVP@tarrantcounty.com</u>

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

The deadline for receipt of all questions is 12:00 p.m., CST, Friday, February 11, 2022. 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 Jane Rogers, MPA, Senior Buyer, via fax at **817-884-2629** or, if unable to fax, emailed to **BidQuestions-RSVP@tarrantcounty.com**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **BOND REQUIREMENTS**

#### **Bid Bond**

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

## **Power of Attorney**

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

## Payment Bond and Performance Bond shall be as follows:

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

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

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

Note: Payment 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 projects that may exceed \$25,000, but not limited to.

#### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 1. <u>CONTRACT TERMS</u>: Vendor(s) will be awarded a twelve (12) month contract, effective from the date of award or notice to proceed as determined by the Tarrant County Purchasing Department. At Tarrant County's option and approval by the Vendor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options. **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. <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(q).
  - 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 based on the above?	ng to accept a S	Secondary or Al	ternate Award
	Yes	No		

#### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

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

1) If you, the Bidder, checked Yes, the following will apply:

Yes

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

Nο

- b) Delivery to governmental entities located within Tarrant County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Tarrant County shall be negotiated between the Vendor and each governmental entity.
- c) Tarrant County utilizes County Purchase Orders as its primary means of encumbering funds and pays for goods and services utilizing Vendor invoices. In the event Governmental Entities utilizing InterGovernmental Contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the Vendor to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the Vendor.
- d) Vendor(s) awarded contract(s) resulting from bid will be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information should be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County.

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

E	ntities Currently Participa	ting in C	Cooperative Purchasing F	rogram v	with Tarrant County
1.	ALAMO COMMUNITY COLL DISTRICT	63.	CITY OF BANGS	125.	CITY OF FARMERSVILLE
2.	ALAMO HEIGHTS ISD	64.	CITY OF BASTROP	126.	CITY OF FERRIS
3.	ALEDO ISD	65.	CITY OF BAYTOWN	127.	CITY OF FLORESVILLE
4.	ALLEN ISD	66.	CITY OF BEDFORD	128.	CITY OF FLOYDADA
5.	ALVARADO ISD	67.	CITY OF BELLMEAD	129.	CITY OF FOREST HILL
6.	ALVORD ISD	68.	CITY OF BELLS	130.	CITY OF FORNEY
7.	Anna Fire Department	69.	CITY OF BENBROOK	131.	CITY OF FORT WORTH
8.	Anderson County	70.	CITY OF BIG SPRING	132.	CITY OF FRISCO
9.	Andrews County	71.	CITY OF BLUE MOUND	133.	CITY OF FULSHEAR
10.	Aransas County	72.	CITY OF BONHAM	134.	CITY OF GAINESVILLE
11.	ARGYLE ISD	73.	CITY OF BOVINA	135.	CITY OF GALENA PARK
12.	ARLINGTON ISD	74.	CITY OF BOWIE	136.	CITY OF GALVESTON
13.	ARMSTRONG COUNTY	75.	CITY OF BOYD	137.	CITY OF GANADO
14.	ASPERMONT ISD	76.	CITY OF BRADY	138.	CITY OF GARLAND
15.	ATASCOSA COUNTY	77.	CITY OF BRIDGE CITY	139.	CITY OF GATESVILLE
16.	AUBREY ISD	78.	CITY OF BRIDGEPORT	140.	CITY OF GEORGETOWN
17.	Azle ISD	79.	CITY OF BROWNWOOD	141.	CITY OF GLEN HEIGHTS
18.	BAILEY COUNTY	80.	CITY OF BRYAN	142.	CITY OF GODLEY
19.	BASTROP COUNTY	81.	CITY OF BUDA	143.	CITY OF GRANBURY
20.	BASTROP ISD	82.	CITY OF BURKBURNETT	144.	CITY OF GRAND PRAIRIE
21.	BEAUMONT ISD	83.	CITY OF BURLESON	145.	CITY OF GRAND SALINE
22.	BELL COUNTY	84.	CITY OF CADDO MILLS	146.	CITY OF GRAPEVINE
23.	BENBROOK WATER AUTHORITY	85.	CITY OF CANTON	147.	CITY OF GREENVILLE
24.	BETHANY SPEC UTILITY DIST	86.	CITY OF CARROLLTON	148.	CITY OF GUN BARRELL CITY
25.	BEXAR COUNTY	87.	CITY OF CASTLE HILLS	149.	CITY OF HALTOM CITY
26.	BEXAR COUNTY ESD No. 2	88.	CITY OF CEDAR HILL	150.	CITY OF HARLINGEN
27.	BIRDVILLE ISD	89.	CITY OF CEDAR PARK	151.	CITY OF HASLET
28.	BLUE RIDGE FIRE DEPARTMENT	90.	CITY OF CELESTE	152.	CITY OF HEATH
29.	Bossier Parish Sheriff's Office	91.	CITY OF CELINA	153.	CITY OF HEWITT
30.	Bosque County	92.	CITY OF CIBOLO	154.	CITY OF HITCHCOCK
31.	BRANCH FIRE DEPARTMENT	93.	CITY OF CLEBURNE	155.	CITY OF HORIZON CITY
32.	Brazoria County	94.	CITY OF COCKRELL HILL	156.	CITY OF HUDSON OAKS
33.	Brazos County	95.	CITY OF COLLEYVILLE	157.	CITY OF HUNTSVILLE
34.	BREWSTER COUNTY	96.	CITY OF COLUMBUS	158.	CITY OF HURST
35.	BRIAR VOLUNTEER FIRE DEPT.	97.	CITY OF COLORADO CITY	159.	CITY OF HUTCHINS
36.	BROOKS CNTY CNSTBLS. PRECS 1-4	98.	CITY OF COMBINE	160.	CITY OF HUTTO
37.	Brown County	99.	CITY OF COMMERCE	161.	CITY OF INGLESIDE
38.	BULVERDE POLICE DEPARTMENT	100.	CITY OF CONVERSE	162.	CITY OF IRVING
39.	BURNET COUNTY	101.	CITY OF COPPELL	163.	CITY OF ITALY
40.	BYNUM ISD	102.	CITY OF COPPERAS COVE	164.	CITY OF JACKSBORO
41.	CAMERON COUNTY	103.	CITY OF CORINTH	165.	CITY OF JACKSONVILLE
42.	CANTON ISD	104.	CITY OF CORSICANA	166.	CITY OF JONESTOWN
43.	CANYON ISD	105.	CITY OF CROWLEY	167.	CITY OF JEFFERSON
44.	CARROLL ISD	106.	CITY OF CUMBY	168.	CITY OF JUSTIN
45.	CARROLLTON-FARMERS BRANCH ISD	107.	CITY OF DALWORTHINGTON GRDN	169.	CITY OF KATY
46.	CASTLEBERRY ISD	108.	CITY OF DE LEON	170.	CITY OF KEENE
47.	CEDAR HILL ISD	109.	CITY OF DECATUR	171.	CITY OF KELLER
48.	CHAMBERS COUNTY	110.	CITY OF DEER PARK	172.	CITY OF KENNEDALE
49.	CHEROKEE COUNTY	111.	CITY OF DENISON	173.	CITY OF KERMIT
50.	CITY OF ALEDO	112.	CITY OF DENTON	174.	CITY OF KILLEEN
51.	CITY OF ALLEN	113.	CITY OF DESOTO	175.	CITY OF KINGSVILLE
52.	CITY OF ALVORD	114.	CITY OF DIBOLL	176.	CITY OF KRUM
53.	CITY OF AMARILLO	115.	CITY OF DUNCANVILLE	177.	CITY OF KYLE
54.	CITY OF ANDREWS	116.	CITY OF EARLY	178.	CITY OF LAFERIA
55.	CITY OF ANGLETON	117.	CITY OF EASTLAND	179.	CITY OF LA GRULLA
56.	CITY OF ANNA	118.	CITY OF EL PASO	180.	CITY OF LA VERNIA
57.	CITY OF ARLINGTON	119.	CITY OF ELECTRA	181.	CITY OF LAKE DALLAS
58.	CITY OF ATHENS	120.	CITY OF EMORY	182.	CITY OF LAKE WORTH
59.	CITY OF AUBREY	121.	CITY OF ESCOBARES	183.	CITY OF LANCASTER
60.	CITY OF AUSTIN	122.	CITY OF EULESS	184.	CITY OF LAREDO
61.	CITY OF AZLE	123.	CITY OF EVERMAN	185.	CITY OF LEAGUE CITY
62.	CITY OF BALCH SPRINGS	124.	CITY OF FARMERS BRANCH	186.	CITY OF LEANDER

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

187.	CITY OF LEWIS WILE	248.	CITY OF SEABROOK	309.	DUNCANVILLE ISD
188.	CITY OF LEWISVILLE	240. 249.		309. 310.	
	CITY OF LINDALE		CITY OF SEAGOVILLE		DUVAL COUNTY
189.	CITY OF LITTLE ELM	250.	CITY OF SHERMAN	311.	EAGLE MOUNTAIN-SAGINAW ISD
190.	CITY OF LITTLEFIELD	251.	CITY OF SOUR LAKE	312.	EAST TEXAS COUNCIL OF GOVS.
191.	CITY OF LIVE OAK	252.	CITY OF SOUTHLAKE	313.	EASTLAND COUNTY
192.	CITY OF LUBBOCK	253.	CITY OF SOUTHMAYD	314.	ECTOR COUNTY
193.	CITY OF LUCAS	254.	CITY OF SPRING VALLEY VILLAGE	315.	ECTOR COUNTY ISD
194.	CITY OF LUFKIN	255.	CITY OF SPRINGTOWN	316.	EDDY COUNTY, NM
195.	CITY OF LUMBERTON	256.	CITY OF STEPHENVILLE	317.	EL PASO COUNTY
196.	CITY OF MANSFIELD	257.	CITY OF SULPHUR SPRINGS	318.	EL PASO CNTY HOSP DIST DBA
197.	CITY OF MARSHALL	258.	CITY OF TAFT	319.	ELECTRA ISD
198.	CITY OF McALLEN	259.	CITY OF TAYLOR	320.	ELLIS COUNTY
199.	CITY OF MCKINNEY	260.	CITY OF TEMPLE	321.	ERATH COUNTY
200.	CITY OF MELISSA	261.	CITY OF TERRELL	322.	EVERMAN ISD
201.	CITY OF MERKEL	262.	CITY OF TEXARKANA, AR	323.	FANNIN COUNTY
202.	CITY OF MESQUITE	263.	CITY OF TEXARKANA, TX	324.	FARMERSVILLE ISD
203.	CITY OF MIDLOTHIAN	264.	CITY OF THE COLONY	325.	FLOYD COUNTY
204.	CITY OF MINEOLA	265.	CITY OF UNIVERSAL CITY	326.	FORNEY ISD
205.	CITY OF MINERAL WELLS	266.	CITY OF UNIVERSITY PARK	327.	FORT BEND COUNTY
206.	CITY OF MORGAN'S POINT RESORT	267.	CITY OF VAN ALSTYNE	328.	FORT BEND COUNTY ESD#2
207.	CITY OF MURPHY	268.	CITY OF VENUS	329.	FORT BEND COUNTY ESD#7
208.	CITY OF NACOGDOCHES	269.	CITY OF VERNON	330.	FORT WORTH HOUSING AUTHORITY
209.	CITY OF NEDERLAND	270.	CITY OF WACO	331.	FORT WORTH ISD
210.	CITY OF NEW BRAUNFELS	271.	CITY OF WATAUGA	332.	FORT WORTH TRANSP AUTHORITY
211.	CITY OF NEW BRAGNIFELS  CITY OF NORTH RICHLAND HILLS	271.	CITY OF WATAGGA CITY OF WAXAHACHIE	333.	FRANKLIN COUNTY
211.		272.		334.	
212.	CITY OF ODESSA CITY OF OVILLA	273. 274.	CITY OF WEATHERFORD CITY OF WESTWORTH VILLAGE	33 <del>4</del> . 335.	FREESTONE COUNTY FRISCO ISD
213.		274. 275.	CITY OF WESTWORTH VILLAGE CITY OF WHITE SETTLEMENT	336.	
	CITY OF PALESTINE	275. 276.			GLASSCOCK COUNTY
215.	CITY OF PARKER		CITY OF WHITESBORO	337.	GOLIAD COUNTY
216.	CITY OF PASADENA	277.	CITY OF WHITEWRIGHT	338.	GONZALES COUNTY
217.	CITY OF PELICAN BAY	278.	CITY OF WILLS POINT	339.	GRAND PRAIRIE ISD
218.	CITY OF PERRYTON	279.	CITY OF WILMER	340.	GRANDVIEW POLICE DEPT.
219.	CITY OF PHARR	280.	CITY OF WINNSBORO	341.	GRAPEVINE\COLLEYVILLE ISD
220.	CITY OF PLANO	281.	CITY OF WYLIE	342.	GRAYSON COUNTY
221.	CITY OF PORT ISABEL	282.	CLAY COUNTY	343.	GREENVILLE ISD
222.	CITY OF POTEET	283.	CLEAR CREEK ISD	344.	GREGG COUNTY
223.	CITY OF POTTSBORO	284.	CLEBURNE ISD	345.	GRIMES COUNTY
224.	CITY OF PRINCETON	285.	COCHRAN COUNTY	346.	GUADALUPE COUNTY
225.	CITY OF QUINLAN	286.	COLLIN COUNTY	347.	HARDIN COUNTY
226.	CITY OF RALLS	287.	COLLIN COUNTY COMM COLL DIST.	348.	HARRIS-FORT BEND EMG SVCS DIST #100
227.	CITY OF RED OAK	288.	COLORADO COUNTY	349.	HARRIS CNTY EMG SVCS DIST #7
228.	CITY OF RHOME	289.	COMAL COUNTY	350.	HARRIS CNTY EMG SVCS DIST #10
229.	CITY OF RICHARDSON	290.	COMMUNITY HEALTHCORE	351.	HARRIS CNTY EMG SVCS DIST #24
230.	CITY OF RICHLAND HILLS	291.	COOKE COUNTY	352.	HARRIS CNTY EMG SVCS DIST #48
231.	CITY OF RIO GRANDE CITY	292.	COPPELL ISD	353.	HARRISON COUNTY
232.	CITY OF RIVER OAKS	293.	CORYELL COUNTY	354.	Hawkins ISD
233.	CITY OF ROANOKE	294.	COTTONDALE VOL FIRE DEPT	355.	HAYS COUNTY
234.	CITY OF ROBINSON	295.	CROWLEY ISD	356.	HEART OF TX REG MHMR CENTER
235.	CITY OF ROCKWALL	296.	DALLAS COUNTY	357.	HENDERSON COUNTY
236.	CITY OF ROUND ROCK	297.	DALLAS CNTY UTIL & RECLAM. DIST	358.	HEREFORD ISD
237.	CITY OF ROWLETT	298.	DFW INT'L AIRPORT BOARD	359.	HIGHLAND PARK ISD
238.	CITY OF ROYSE CITY	299.	Dallas ISD	360.	HILL COUNTY
239.	CITY OF RUNAWAY BAY	300.	Dawson County	361.	HOOD COUNTY
240.	CITY OF RUSK	301.	DECATUR ISD	362.	HOPKINS COUNTY
241.	CITY OF SACHSE	302.	DENISON ISD	363.	Housing Auth of City of Austin
242.	CITY OF SAGINAW	303.	DENTON COUNTY	364.	HUMBLE ISD
243.	CITY OF SAGINAW  CITY OF SAN ANGELO	304.	DENTON COUNTY  DENTON CNTY FWS DIST. No. 1-A	365.	HUNT COUNTY
243. 244.	CITY OF SAN ANGELO CITY OF SAN BENITO	30 <del>4</del> . 305.	DENTON COUNTY FWS DIST. NO. 1-A  DENTON COUNTY FWS DIST. NO. 10	366.	HURST EULESS BEDFORD ISD
2 <del>44</del> . 245.	CITY OF SAN BENITO CITY OF SAN MARCOS	306.	DENTON ISD	367.	HUTCHINSON COUNTY
246.	CITY OF SAIN WIARCOS  CITY OF SANGER	307.	DESOTO ISD	368.	IDEA PUBLIC SCHOOLS
240. 247.	CITY OF SANSOM PARK	308.	DIANA SPECIAL UTILITY DISTRICT	369.	IRVING ISD
<b>∠</b> ⊤1.	STATE OF SANSOWITARY	500.	D. W. C. LOW & OTHER PROPERTY	500.	

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

370.	JACK COUNTY	431.	OCHILTREE COUNTY	492.	Tx Tech Univ Health Sci Ctr El Paso
370. 371.	JASPER COUNTY	432.	OLTON POLICE DEPARTMENT	493.	TEXAS WOMAN'S UNIVERSITY
371.		433.	ORANGE COUNTY	494.	
	JEFFERSON COUNTY			494. 495.	THE WOODLANDS TOWNSHIP
373.	JEFFERSON CNTY DRAIN. DIST. #7	434.	ORANGE CNTY DRAINAGE DIST		TITUS COUNTY
374.	JIM WELLS COUNTY	435.	PALO PINTO COUNTY	496.	TML MULTISTI. INTERGOV
375.	JOHNSON COUNTY	436.	PANOLA COUNTY	497.	TOM GREEN COUNTY
376.	JOHNSON COUNTY SUD	437.	PARADISE ISD	498.	Town of Addison
377.	JOSHUA ISD	438.	PARKER COUNTY	499.	Town of Argyle
378.	KARNES COUNTY	439.	PARKER CNTY EMG SERV DISTRICT 1	500.	Town of Bartonville
379.	KAUFMAN COUNTY	440.	PARMER COUNTY	501.	Town of Double Oak
380.	Kaufman ISD	441.	Pasadena ISD	502.	TOWN OF EDGECLIFF VILLAGE
381.	KELLER ISD	442.	PLANO ISD	503.	Town of Fairview
382.	KENNEDALE ISD	443.	POTTER COUNTY	504.	Town of Flower Mound
383.	KERENS ISD	444.	PUBLIC TRANSIT SVC OF MIN.WELLS	505.	Town of Hickory Creek
384.	KINNEY COUNTY	445.	Quinlan ISD	506.	Town of Highland Park
385.	Krum ISD	446.	RAINS COUNTY ESD #1	507.	Town of Lakeside
386.	Lake Dallas ISD	447.	RANCHO VIEJO POLICE DEPT.	508.	TOWN OF LITTLE ELM
387.	LAKE WORTH ISD	448.	RANDALL COUNTY	509.	Town of Northlake
388.	LAMAR COUNTY	449.	RED OAK ISD	510.	Town of Pantego
389.	LAMB COUNTY	450.	RED RIVER COUNTY	511.	Town of Pecos City
390.	LAMPASAS COUNTY	451.	REFUGIO COUNTY	512.	Town of Ponder
391.	LAVON POLICE DEPARTMENT	452.	REG 9 ED SVCE CENTER OF WICHITA	513.	Town of Prosper
392.	LEON COUNTY	453.	REGION 11 EDU SERVICE CENTER	514.	TOWN OF PROVIDENCE VILLAGE
393.	LEONARD ISD	454.	RICHARDSON ISD	515.	Town of Sunnyvale
394.	LEWISVILLE ISD	455.	ROCKWALL COUNTY	516.	TOWN OF TROPHY CLUB
395.	LIMESTONE COUNTY	456.	ROUND ROCK ISD	517.	TOWN OF WESTLAKE
396.	LITTLE ELM ISD	457.	SAM RAYBURN ISD	518.	Town of Westover Hills
397.	LOVEJOY ISD	458.	SAN JACINTO COM COLL DIST.	519.	TRAVIS COUNTY
398.	LOWRY CROSSING VOL FIRE DEPT.	459.	SAN PATRICIO COUNTY	520.	TRAVIS CNTY EMG SVCS DIST No.6
399.	LUBBOCK COUNTY	460.	SCHLEICHER COUNTY	521.	TRAVIS CNTY HEALTHCARE DISTRICT
400.	MANSFIELD ISD	461.	SEABROOK VOL FIRE DEPT.	522.	TRINITY RIVER AUTHORITY
401.	MAVERICK COUNTY	462.	SR. CYR RES &PUBLICHUNT CNTY	523.	TYLER JUNIOR COLLEGE
402.	McKinney ISD	463.	SEVEN POINTS FIRE RESCUE	524.	U.S. MARSHALS SERVICE
403.	MCLENNAN COUNTY	464.	SHERMAN ISD	525.	University of North Texas
404.	MCLENNAN COMM. COLLEGE	465.	SMITH COUNTY	526.	Univ of N. Tx Health Science CTR
405.	MARILEE SPECIAL UTILITY DIST.	466.	SPRINGTOWN ISD	527.	UNIVERSITY OF TEXAS AT ARLINGTON
406.	MEDINA VALLEY ISD	467.	SOUTH MONTGOMERY FIRE DEPT	528.	University of Texas at Dallas
407.	MHMR OF TARRANT COUNTY	468.	South Texas College	529.	UNIV OF TX MD AND. CANCER CTR
408.	MIDLAND COUNTY	469.	SPAN, Inc.	530.	UPPER TRINITY REG WATER DIST.
409.	MIDLAND ISD	470.	STARR COUNTY	531.	UPSHUR COUNTY
410.	MIDWAY ISD	471.	STEPHENS COUNTY	532.	UPTON COUNTY
411.	MILAM COUNTY	472.	STERLING COUNTY	533.	VAL VERDE COUNTY
412.	MILLS COUNTY	473.	STONEWALL COUNTY	534.	Van Alstyne ISD
413.	MITCHELL COUNTY	474.	TARLETON STATE UNIVERSITY	535.	VAN ZANDT COUNTY
414.	MONAHANS WICKETT PYOTE ISD	475.	TARRANT APPRAISAL DISTRICT	536.	VERNON ISD
415.	MONTGOMERY COUNTY	476.	TARRANT CNTY 9-1-1 EMG ASS DIST	537.	VICTORIA COUNTY
416.	MONTGOMERY CNTY ESC 10	477.	TARRANT COUNTY COLLEGE DIST.	538.	Waco ISD
417.	MONTGOMERY CNTY HOSP DIST.	478.	TARRANT CTY EMG SVCS DISTRICT 1	539.	WALKER COUNTY
418.	MOUNT PLEASANT POLICE DEPT.	479.	TARRANT COUNTY HOSP DIST	540.	WALLER COUNTY
419.	MOUNT VERNON POLICE DEPT.	480.	TARRANT CTY WORKFORCE DEV BD	541.	WARD COUNTY
420.	NACOGDOCHES COUNTY	481.	TARRANT REGIONAL WATER DIST	542.	WAXAHACHIE ISD
421.	Navarro County	482.	Taylor County	543.	WEATHERFORD COLLEGE
422.	NEVADA VOL. FIRE DEPT.	483.	TEMPLE COLLEGE	544.	WEATHERFORD ISD
423.	New Caney ISD	484.	TERRELL ISD	545.	WEBB CONSOLIDATED ISD
424.	NOLAN COUNTY	485.	TEXARKANA ISD	546.	West Texas A&M University
425.	NORMANGEE ISD	486.	TEXAS A&M UNIV AT COMMERCE	547.	Westminster Fire Dept.
426.	North Central TX Cncl of Govs	487.	Texas A&M University-Kingsville	548.	Weston Volunteer Fire Dept
427.	NORTH TX MUNICIPAL WATER DIST	488.	Texas A& M UnivTexarkana	549.	White Settlement ISD
428.	North Texas Tollway Auth	489.	TEXAS ALCOHOLIC BEVERAGE COMM.	550.	WILLIAMSON COUNTY
429.	Northwest ISD	490.	TEXAS DEPT. OF PARK/WILDLIFE	551.	WILLIAMSON CNTY EMG SVCS DIST #3
430.	Nueces County	491.	TEXAS DEPT. OF PUBLIC SAFETY	552.	WILSON COUNTY
-	'				

553.	WINKLER COUNTY
554.	WINNSBORO HOUSING AUTHORITY
555.	WINNSBORO ISD
556.	WISE COUNTY
557.	WOOD COUNTY
558.	YMCA of Metropolitan Dallas
559.	Young County
560.	ZAPATA COUNTY

#### 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 Contractors(s) shall furnish all materials, supplies, tools, equipment, machinery, labor and supervision necessary for the prosecution and completion of the work in full compliance with the proposal, plans, specification and other documents.

## 8. **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 <u>approved by</u> Tarrant County.
  - 1) Workers' Compensation/Employer's Liability
    - a. Workers' 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) Automobile Liability:
    - a. Bodily injury \$500,000 minimum combined single limit
  - 4) Contractual liability same limits as above.

#### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

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.

## 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. <u>TIME OF COMPLETION</u>: Each Bidder shall state in his bid, in the space provided, the number of calendar days required from the date of receipt of "Notice to Proceed" to complete the work.
- 11. **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.

#### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

## 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.
- 14. <u>CODE REQUIREMENTS</u>: The rules and regulations, ordinances and laws governing the installation of the work and/or equipment shall be in accordance with all regulations and codes of the Federal, State, and Municipal departments having jurisdiction, the National Board of Fire Underwriters, Factory Mutual Insurance, and Texas Engineering and Fire Prevention Bureau, and the local utility companies which are in force at the time of the execution of the work.
- 15. **PROTECTION:** The Contractor shall provide and maintain all protections required by the governing laws, regulations, and ordinances. The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the Owner or to the work or materials installed and shall make good any loss, damage, or injury without cost to the owner.
- 16. <a href="INDEMNIFICATION">INDEMNIFICATION</a>: 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 Vendors 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.
  - Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or result in termination of the contract.

#### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 4. The Criminal Background Check applies to the individual and not the Company.
- Passing status must be maintained by Vendor personnel for duration of the contract.

## 18. **INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:**

A. The following is only applicable when a 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.

#### Data

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

#### 4. Right to Audit

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

#### SPECIAL CONDITIONS

# TWCC Rule 110.110 Workers' Compensation Insurance Coverage

#### A. Definitions:

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

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

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.

# TWCC Rule 110.110 Workers' Compensation Insurance Coverage

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

# TWCC Rule 110.110 Workers' Compensation Insurance Coverage

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

#### PREVAILING WAGE RATES

#### **MINIMUM WAGE RATES:**

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

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

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

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

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

#### **TECHNICAL SPECIFICATIONS**

#### I. INTRODUCTION

- A. Tarrant County is seeking Contractors to bid on an annual agreement for Carpet, Tile, and Miscellaneous Flooring Materials and Services for various buildings located in Tarrant County. There are approximately eighteen (18) buildings that will be serviced on this contract. The term will be for twelve (12) months with two (2) additional twelve (12) month options for renewal.
- B. Primary, Secondary, and Alternate awards will be made to the lowest priced bids that meet RFB specifications. Tarrant County reserves the right to make an award in the best interest of Tarrant County.

#### II. GENERAL

- A. Pre-Installation Conference:
  - Conduct conference at Project site. Review methods and procedures related to demolition and installation including, but not limited to, the following:
    - a. Review delivery, storage, and handling procedures.
    - b. Review ambient conditions and ventilation procedures.
    - c. Review dust control procedures.
    - d. Review requirements/procedures for protecting items to remain, i.e. furnishings, equipment, etc.

#### B. Preparing Job Site:

- Contractor shall be responsible for moving all furniture before demolition and installation of new flooring and for returning all furniture back to original locations after installation is complete.
- 2. Contractor shall be responsible for any dust control methods required.
- 3. Contractor shall be responsible for protecting all items to remain, i.e., furnishings, equipment, etc.

## C. Use of Premises:

- Use of Existing Building: Repair damage caused by construction operations. Protect building and its occupants during construction period.
- D. Owner's Occupancy Requirements:
  - 1. Provide not less than forty-eight (48) hours' notice to Owner of activities that will affect Owner's operations.

## E. Samples:

- 1. When requested, provide samples of product and for each color and texture required, in manufacturer's standard size. Label each sample with manufacturer's name, material description, color, pattern, and designation indicated on drawings and in schedules:
  - a. Carpet: 9" x 9" samples
  - b. Ceramic Tile
  - c. Exposed Edge, Transition, and other Accessory Stripping: 12" long samples

## F. Delivery, Storage, and Handling:

 Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 degrees Fahrenheit or more than 95 degrees Fahrenheit.

## G. Project Conditions:

- 1. Maintain temperatures within range recommended by manufacturer, but not less than 70 degrees Fahrenheit or more than 95 degrees Fahrenheit, in spaces to receive floor during the following time periods:
  - a. 48 hours before installation
  - b. During installation
  - c. 48 hours after installation
- 2. After post-installation period, maintain temperatures within range recommended by manufacturer, but not less than 65 degrees Fahrenheit or more than 90 degrees Fahrenheit.

#### III. QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer with not less than five (5) consecutive years of experience in installation of commercial flooring of type, quantity and installation methods similar to work to be performed.
- B. Flooring Contractor shall submit with bid response written certification from manufacturer(s) that certifies firm is an approved installer of product bid.
- C. Measurement Verifications: Dimensions shown on drawings are approximate. It is the Flooring Contractor's responsibility to verify all dimensions and job site conditions; order sufficient product to fully complete area as indicated and to fill overage requirements as specified. No substitutions shall be permitted to make up for any shortage of material in overage or in product to be installed.
- D. Flooring Contractor shall be totally responsible for the accuracy of his measurements of total yardage, individual floor yardage, and dye lot yardage requirements, extra yardage for pattern match, and roll length requirement; no additional compensation shall be allowed for shortage of materials.

- E. Dye Lots: All carpet of the same type in continuous areas shall be from the same dye lots.
- F. Fire-Test-Response Characterizes: Provide products with the critical radiant flux classification, as determined by testing identical products per ASTM E 648 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

#### IV. SUBSTRATES

- A. Examine substrates, with Tarrant County Facilities Project Manager present, for compliance with requirements for installation tolerances, moisture content, and other conditions affecting performance.
  - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
  - 2. Proceed with installation only after unsatisfactory conditions have been corrected.

## B. Preparation:

- Prepare substrates according to manufacturer's written recommendations to ensure adhesion of resilient products.
- Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- Clean substrates to be covered by resilient products immediately before installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, and dust. Proceed with installation only after unsatisfactory conditions have been corrected.
- 4. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
  - a. Do not install resilient products until they are the same temperature as the space where they are to be installed.

#### V. RESILIENT PRODUCT INSTALLATION

- A. Resilient Wall Base Installation:
  - 1. Apply wall base to walls, columns, plasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
  - 2. Install wall base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.

- 3. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- 4. Do not stretch wall base during installation.
- On masonry surfaces or other similar irregular substrates, fill voids along top edge of wall base with manufacturer's recommended adhesive filler material.

#### B. Job-Formed Corners:

- Outside Corners: Use straight pieces of maximum lengths possible. Form
  without producing discoloration (whitening) at bends. Shave back of base
  at points where bends occur and remove strips perpendicular to length of
  base that are only deep enough to produce a snug fit without removing more
  than half the wall base thickness.
- 2. Inside Corners: Use straight pieces of maximum lengths possible. Form by cutting an inverted V-Shaped notch in toe of wall base at the point where corner is formed. Shave back of base where necessary to produce a snug fit to substrate.

## C. Cleaning and Protection:

- 1. Perform the following operations immediately after completing resilient product installation:
  - a. Remove adhesive and other blemishes from exposed surfaces.
  - Damp-wash surfaces to remove marks and soil.
    - 1. Do not wash surfaces until after time period recommended by manufacturer.
- Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended in writing by manufacturer.

#### VI. CARPET REMOVAL AND INSTALLATION

#### A. Carpet Removal

- 1. Remove and dispose of all existing carpet and materials to make sub-floor acceptable for installation if applicable.
  - a. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
  - b. Proceed with installation only after unsatisfactory conditions have been corrected.

#### B. Examination

- Examine substrates, areas, and conditions for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet performance. Unroll all goods to verify for type, color, pattern, and potential defects against the approved samples prior to installation.
- 2. Concrete Sub-floors: Verify that concrete slabs comply with ASTM F 710 and the following:
  - a. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by carpet manufacturer.
  - b. Sub-floors are free of cracks, ridges, depressions, scale, and foreign deposits.
- In the event of discrepancy, notify Owner. Do not proceed with installation in areas of discrepancy until all such unsatisfactory conditions have been corrected. Start of carpet installation indicates acceptance of sub-floor conditions and full responsibility for completed work.

## C. Preparation, General

- 1. General: Comply with CRI 104, Section 7.7, "Site Conditions: Floor Preparation", and with carpet manufacturer's written installation instructions for preparing substrates indicated to receive carpet installation.
- 2. Remove coatings, including curing compounds, and other substrates that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet manufacturer.
- 3. Prepare sub-floor to insure a successful installation. Utilize a floor sealer such as Lees Everseal where needed or recommended by manufacturer.
- 4. Broom and vacuum clean substrates to be covered immediately before installing carpet.

#### D. Installation, General:

- 1. General: Comply with CRI 104 and carpet manufacturer's written installation instructions for the following:
  - a. Direct-Glue-Down Installation: Comply with CRI 104, Section 9, Direct Glue-Down Installation
  - b. Stair Installation: Comply with CRI 104, Section 13, Carpet on Stairs for glue-down installation.
- 2. Installation Method: As recommended in writing by carpet manufacturer.

- 3. Maintain dye lot integrity. Do not mix dye lots in same area.
- Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer.
- 5. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- 6. Carpet shall be installed with pile laying in the same direction (monolithic). Cut carpet evenly and accurately to fit neatly at walls, columns and projections.
- 7. Installed carpet shall be free from ripples, ravels, frays, puckers, and raw exposed edges. All loop pile carpets will demonstrate some fuzzy edges due to normal manufacturing conditions. It is the carpet installer's responsibility to trim all edges to eliminate fuzzy seams.
- 8. Expansion Joints: Do not bridge building expansions joints with continuous carpeting, provide for movement.

## E. Cleaning and Protection:

- 1. Remove and dispose of debris and unusable scraps.
- 2. Perform the following operations immediately after installing carpet:
  - a. Remove yarns that protrude from carpet surface using sharp scissors. Be certain to trim any loose yarns or fibers at all seams.
  - b. Remove yarns that protrude from carpet surface using sharp scissors. Be certain to trim any loose yarns or fibers at all seams.
  - c. Vacuum carpet using two motor, top loading, upright commercial machine with brush only element, utilizing a high filtration dust bag.
- 3. Following cleaning and vacuuming carefully protect the carpeting from soiling and damage until final acceptance.
- 4. Maintenance Materials: Deliver usable scraps to Owner's designated storage space, properly packed and identified. Useable scraps are defined to include roll ends of less than 9 feet in length and pieces of more than 2 feet wide. Dispose of smaller pieces as construction waste.

## F. Delivery, Storage, and Handling

- 1. Comply with CRI 104, Section 5, Storage and Handling."
- Deliver carpeting materials in original mill protective package with mill register numbers and tags attached. Maintain wrappers and protective covers in place until carpet is ready for installation. Store inside, in well ventilated area, protected from weather, moisture and soiling.

- 3. Cutting: Before roll carpet is cut, it shall be inspected for defects, color variations or shipping damage and be immediately replaced if any of these conditions exist at no additional cost to the Owner. Carpet shall be rolled to ensure that carpet rolls are from the same dye lot.
- 4. Deliver all required overages and maintenance stock to Owner's specified location prior to beginning installation.

## G. Projection Conditions:

- Comply with CRI 104, Section 7.2, "Site Conditions: Temperature and Humidity" and Section 7.12, "Ventilation."
- 2. Environmental Limitations: Maintain temperatures in space in accordance with carpet manufacturer's recommendations, but in no case less than 60 degrees Fahrenheit for 24 hours prior to, during, and after installation.
- 3. Precondition: All of the carpet shall be stored in a room on site 24 hours prior to actual installation with the room preconditioned at a minimum of 60 degrees Fahrenheit with humidity between 35% to 65%.

## H. Seaming Requirements:

- 1. General: In addition to the requirements and recommendations of the Carpet Manufacturer, the following criteria shall be adhered to:
  - a. Seaming layout shall enable future replacement, especially in large open areas and traffic paths. Seaming shall run parallel to major traffic flow whenever possible, unless specifically indicated in writing by Owner's Representative.
  - b. No cross seams shall be allowed in drops of 10 feet or less.
  - c. Seams shall be inconspicuous to visual inspection. No seams shall occur perpendicular to doors or entries. Seams occurring at doors, parallel to doors, shall be centered directly under the closed door.
  - d. No carpet pieces less than 12 inches in width shall be used in the work.
  - e. All cutting or carpet for telephone and electrical outlets shall be the responsibility of the Flooring contractor.

#### VII. CARPET TILE REMOVAL AND INSTALLATION

 Remove and dispose of all existing carpet and materials to make sub-floor acceptable for installation if applicable.

#### B. Examination:

 Examine substrates, areas, and conditions for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance. Examine carpet tile for type, color, pattern, and potential defects against the approved samples prior to installation.

- 2. Concrete Sub-floors: Verify that concrete slabs comply with ASTM F 710 and the following:
  - a. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by carpet manufacturer.
  - b. Sub-floors are free of cracks, ridges, depressions, scale, and foreign deposits.
- In the event of discrepancy, notify Owner. Do not proceed with installation in areas of discrepancy until all such unsatisfactory conditions have been corrected. Start of carpet installation indicates acceptance of sub-floor conditions and full responsibility for completed work.

## C. Projection Conditions:

- 1. General: Comply with CRI 104, Section 7.3, "Site Conditions: Floor Preparation", and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
- 2. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use Mechanical methods recommended in writing by carpet tile manufacturer.
- 3. Prepare sub-floor to insure a successful installation. Utilize a floor sealer such as Lees Everseal where needed or recommended by manufacturer.
- 4. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

## D. Installation, General:

- 1. General: Comply with CRI 104, Section 14, "Carpet Modules", and with carpet tile manufacturer's written installation instructions.
- 2. Installation Method: As recommended in writing by carpet tile manufacturer.
- 3. Maintain dye lot integrity. Do not mix dye lots in same area.
- Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- 5. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

- 6. Carpet shall be installed with pile laying in the same direction (monolithic). Cut carpet evenly and accurately to fit neatly at walls, columns and projections.
- 7. Installed carpet shall be free from ripples, ravels, frays, puckers, and raw exposed edges. All loop pile carpets will demonstrate some fuzzy edges due to normal manufacturing conditions. <u>It is the carpet installer's responsibility to trim all edges to eliminate fuzzy seams.</u>
- 8. Expansion Joints: Do not bridge building expansions joints with continuous carpeting, provide for movement.

## E. Cleaning and Protection:

- 1. Remove and dispose of debris and unusable scraps.
- 2. Perform the following operations immediately after installing carpet tile:
  - a. Remove excessive adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet tile manufacturer. Replace carpet where spots cannot be removed.
  - b. Remove yarns that protrude from carpet tile surface using sharp scissors. Be certain to trim any loose yarns or fibers at all seams.
  - c. Vacuum carpet tile using two motor, top loading, upright commercial machine with brush only element, utilizing a high filtration dust bag.
- 3. Following cleaning and vacuuming carefully protect the carpeting from soiling and damage until final acceptance.
- Maintenance Materials: Deliver usable, uncut carpet tiles to Owner's designated storage space, properly packaged and identified. Dispose of smaller pieces as construction waste.

## VIII. PRODUCT: CARPET - BROADLOOM AND CARPET TILE

- A. Carpet shall meet the following minimum requirements:
  - 1. Construction: Tufted
  - 2. Surface Texture: Multilevel or level loop pile, cut pile
  - 3. Pile Thickness: .094 average
  - 4. Gauge: 1/8" minimum
  - 5. Yarn Weight: 20 oz. per square yard, minimum
  - 6. Face Yarn: Type 6, 6 environmentally preferred product, Antron Legacy
  - 7. Dye System: Solution Dyed or Duracolor® by Lees
  - 8. Dry Soil Retardant: DuraTech by Invista
  - 9. Primary Backing: Woven Polypropylene
  - 10. Secondary Backing: Woven Polypropylene

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- 11. Bonding Agent: 100% renewable Bio-Based Resource (no latex)
- 12. Width: 12 foot and 24" x 24"
- 13. Tuft Bind: 20 lb. average tuft bind wet or dry per ASTM D-1335-67
- 14. Static Control: 3.0 kv when tested under Standard Shuffle text (70 degrees, 20% RH)
- 15. Flammability:
  - a. DOC-FF-1-70 Pill Test: Passes
  - b. Floor Radiant Panel: Meets NFPA Class 1 when tested per ASTM-E-648 glue down
- 16. NBS Smoke Chamber NFPA 258: Less 450 Flaming Mode
- 17. Color Fastness:
  - Light fastness AATCC 16E-1982 Dark Color; Gray scale rating of 4 or better after 160 standard fading hours as compared to AATCC Gray Scale for evaluation change in color
- 18. Indoor Air Quality: Manufacturer must demonstrate that carpet is certified under the CRI Green Label Plus Program
- 19. Carpet Manufacturers: Subject to compliance with specifications, the following manufacturers and products are approved: Lees Carpets
- 20. Pattern and Color: Understanding the importance of pattern and color for aesthetics, as well as appearance retention and maintainability, owner reserves the right to reject any product or manufacturer based solely on pattern and color considerations.

## B. Warranties:

- 1. Definition of Lifetime: Lifetime is defined as the period from which materials are installed until the date in which the owner removes them from service.
- 2. Lifetime Warranty, non-prorated, against product failure covering all costs including freight, labor, and material for the following:
  - a. Edge Ravel wet or dry. (no seam sealer required)
  - b. Black delamination wet or dry
  - c. Loss of 20 lb. average tuft bind wet or dry
  - d. Static protection as stated above
  - e. Wear no more than 10% Face Yarn Loss
  - f. Adhesive Failure.
  - g. Zippering wet or dry.
  - h. Moisture Barrier: Carpet must provide 100% moisture barrier, flooding will not void warranty.

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3. Installation Warranty, lifetime warranty, non-prorated, against any installation related failure covering all costs including freight, labor, and material co-signed by flooring contractor and the manufacturer.

#### C. Stain Resistance:

1. Stain resistant properties must be permanent and not removable by commercial cleanings or abrasive wear. Under GSA requirements stain resistant carpets must score no less than 8.0 (10.0 is the best) on the AATCC Red 40 Stain Scale. Test sample must first be exposed to 100 revolutions on the Taber Abrader (1,000-gram weight per H-18 wheel) and then abraded area must be stain tested using AATCC test method 175. Topical stain resistant treatments will not be acceptable. Stain resistant properties must be inherent. All carpets submitted must have at least a five (5) year written history of successfully passing GSA testing protocol for Stain Resistance. Carpet must resist acid type spills for the life of the product.

#### IX. 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 awarded vendor must first obtain approval of the Owner prior to any work being performed by a sub-contractor.

## X. ADDITIONAL LOCATIONS AND SERVICES NOT LISTED

- A. Tarrant County reserves the right to add or delete locations/services as needed for same or similar services. Tarrant County will request a written quotation from the Contractor for additional locations or services. Awarded Contractors shall submit, in writing, a fair and reasonable price for a service call for the new location(s)/services based on current bid prices submitted by the Contractor for this RFB. If it is determined the quote is excessive, Tarrant County reserves the right to request quotations from additional sources.
- B. Tarrant County will occasionally receive not to exceed estimates off of RFB provisions and pricing for budgetary reasons. Tarrant County will pay actual amount for services (whether over or under the NTE estimate) after properly documented invoices is accepted for processing. When submitting not to exceed (NTE) estimates, vendor is to include RFB No. 2022-081 on their estimates as well as the statement: Services will be billed at actuals based on contract pricing terms, for time, material, and markup (Reference Price Forms).

#### XI. INVOICING

- A. Purchase Orders for additional repairs using the hourly rates and parts mark-up are issued as needed.
- B. All invoices are to be sent to the Tarrant County Auditor's Office at AP-Invoices@tarrantcounty.com as well as the Tarrant County Facilities Management Office at TCFMInvoices@tarrantcounty.com. Invoices will be time/date stamped and will be forwarded to the appropriate building manager to complete the requisition. Successful Contractor(s) must provide back-up documentation (such as supplier invoices) for each invoice for auditing purposes. Invoices are to include service tickets with labor hours and supplier invoices for goods purchased. Contractor shall attach invoices for anything they purchase and provide Tarrant County with a markup indicated on the invoice.
- C. Priority must be given to correcting invoices, or providing the additional information, when contacted by Tarrant County Facilities Management Staff in a timely manner or within one (1) to two (2) days after a request has been made by Tarrant County 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 orders or job tickets; thereby unknowingly agreeing to any other terms and conditions that may be listed on their sign-in sheets.
- E. Awarded Contractor shall not charge Tarrant County a separate "trip charge" or "truck charge" or "service call" on any services performed under this annual contract.
- F. When providing equipment repair services, Contractor's time shall not start until the Contractor has arrived on-site to start the project and shall be billed in quarter (1/4) hour increments. Time spent by the Contractor loading or unloading their trucks to complete services, while not on Tarrant County property, is not billable.
- G. Tarrant County will not reimburse for parking expenses. There is limited Contractor parking available on a first come first service basis offered by Tarrant County. Bidders should be aware that Tarrant County buildings in the Downtown Fort Worth area have very limited parking.
- H. Warranty Equipment will require original equipment manufacturer (OEM) parts only
- I. 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.

J. Job Estimates. Prior to each requested job, the successful Contractor will schedule an appointment with the Tarrant County Facilities Management Project Manager to walk the job site and obtain the job requirements. The Contractor will submit a written quote for the job and include estimated days for completion. For jobs that require an intricate pattern layout or custom designs, the Contractor may quote an additional charge. Tarrant County reserves the right to obtain additional estimates to determine if the quoted price is reasonable. Contractor must have a written purchase order prior to start of work. The Tarrant County Facilities Management Project Manager will approve the work schedule.



### TARRANT COUNTY

# HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

#### I. POLICY STATEMENT

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

#### II. DEFINITIONS

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

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

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

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

#### III. POLICY GUIDELINES

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

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

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

#### IV. ADMINISTRATIVE GUIDELINES

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

#### 510 Historically Underutilized Businesses Policy

Adopted: Court Order 64788 (December 17, 1990) Amended: Court Order 69958 (December 7, 1993) Amended: Court Order 99651 (December 28, 2006) Amended: Court Order 127875 (June 19, 2018)

#### FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

<u>Disadvantaged Business Enterprises (DBE)</u> 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 C Austin, Texas 78711-3047 (512) 463-5872 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.

OR

COMPANY NAME:	
REPRESENTATIVE:	
ADDRESS:	
CITY, STATE, ZIP:	<del> </del>
TELEPHONE NO	FAX NO
Indicate all that apply:	Minority-Owned Business Enterprise Women-Owned Business Enterprise Disadvantaged Business Enterprise

#### TVORS REGISTRATION

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

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

TARRANT COUNTY TARRANT Vendors that would like to receive bid opportunities from Tarrant County are encouraged to register in TVORS. Vendors are responsible to keep contact information current in TVORS so as to facilitate bid notifications from Tarrant Changes to TVORS contact information DOES NOT affect vendor information pertaining to Purchase Order or Remit To addresses. If you have already registered with TVORS, please There are four steps to the TVORS registration go ahead and login. process. You will have the option to save your work after the completion of each step. You may then login to your TVORS account at anytime to make Password: changes or to complete the registration process. Keep me signed in on this computer unless I sign out. You must complete all mandatory information in order to be considered for bid opportunities from VENDOR LOGIN Tarrant County Purchasing. If you have forgotten your password, enter your To complete your TVORS registration, you will go email address below and click the Forgot Password through the following steps: button. We will send you an email including your User ID and password. STEP 1: Enter company data Email Address: STEP 2: Enter commodity/service codes (NIGP) Failure to select NIGP code(s), could result in FORGOT PASSWORD improper bid notification or no notification at STEP 3: Enter user data (if applicable) STEP 4: Enter certifications (if applicable) If you have any questions during your registration, please call (817) 884-1414 or email . TVORS@TarrantCounty.com. To begin the registration process, please click the button below. VENDOR REGISTRATION

https://tvorspublic.tarrantcounty.com/

After registering, be sure to email or fax all copies of your current HUB/MBE certificate(s) to TVORS@Tarrantcounty.com or (817) 884-2629, respectively.

**Already Registered?** Please log into your profile to make sure all contact information is correct, then check the *Data Verified* box at the bottom of the *Company Data* Section of your profile.

Contact Teresa Lobacz, Tarrant County HUB Coordinator, at the email above or at (817) 884-1414 if you have any registration questions.

#### SUB-CONTRACTORS

Bidders shall list below <u>all</u> work that will be subcontracted under this contract. Provide the company name of all sub-contractors identified by the bid due date in the space provided. Bidders should also indicate which areas will be subcontracted to DBE firms and the percentage to be subcontracted to DBE firms.

AREA TO BE	COMPANY NAME OF	DOLLAR VALUE	DBE PARTICIPATION				
SUBCONTRACTED	SUB-CONTRACTOR		CHECK ONE YES (or) NO				
TOTAL							

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

#### <u>REFERENCES</u>

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

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

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

	REFERENCE ONE
GOVERNMENT/COMPANY NAME:	
	REFERENCE TWO
GOVERNMENT/COMPANY NAME:	
ADDRESS:	
CONTRACT PERIOD:	

REFERENCES MUST BE RETURNED WITH BID!

### **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 RFB.

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

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

Signature	X
	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!

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

#### **DISCLOSURE OF INTERESTED PARTIES**

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

### VENDOR IS <u>EXEMPT</u> FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:

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

# If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows: Vendor is NOT EXEMPT and Certifies as follows:

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

### COMPLIANCE WITH FEDERAL AND STATE LAWS

<u>Discrimination against Firearm Entities or Firearm Trade Associations Prohibited.</u> In compliance with Section 2274.002 of the Texas Governmental Code (added by 87th Legislature, S. B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87<sup>th</sup> Legislature, S. B. 19) and means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor He	eby Certifies (Mark Applicable Certification):	
	Vendor is EXEMPT from Certification as set out above.  Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certification as set out above.	fipe
	that it does not and will not Boycott Energy Companies and that it does not a will not engage in prohibited Discrimination against Firearm Entities or Firea Trade Associations.	and
Sign	ature	X

THIS FORM MUST BE SIGNED.

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

#### AFFIRMATIONS/FORMS/DOCUMENTS

	(0) 11 11 1 0 11
	✓ Check Indicates Completion
1.	References. Bidder has provided references, other than Tarrant County. References must be able to verify the quality of service the company provides and that the company has completed a project of similar size and scope of work in this RFB.
2.	<b>Signatures.</b> 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.	Insurance Certificates (If required). Bidders must submit all Insurance Certificates prior to commencement of work. If no insurance requirements specified, mark N/A.
6.	Addenda. When applicable, Bidder acknowledges receipt of all Addenda and any revised Forms. Bidder must sign and submit any required signature forms.
7.	It is the Bidders' sole responsibility to print and review all pages of the RFB document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders bid non-responsive. Failure to complete and submit all required forms, including but not limited to References, Compliance With Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.
8.	Bidder has read, understands, and agrees to Tarrant County's Criminal Background Check requirements.
9.	Accuracy for all mathematical and numerical entries is the sole responsibility of the Bidder. Tarrant County will not be responsible for errors made by the Bidder.
10.	Bidder's company is registered on TVORS (Tarrant Vendor On-Line Registration System).
11.	Bidder has sealed and marked the envelope with the Company Name, RFB Number, Bid Title, and due date.
12.	Bidder should have a minimum of five (5) years of experience in carpet, tile, and miscellaneous flooring materials and services.

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).
Vendo	or Name:
	act Person:
	hone:
	:
Pleas	e send your response to:

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

#### PRICE FORM

Having read and understood the Instructions to Bidders and Specification, we submit the following bid:

Yes	No								
If yes, expl	ain your po	licy/proced	lure in d	etail					
Explain in						nces any	/ problem	s with o	са
that has be	en installed	d (i.e. shrin	king car	rpet tile):					
			<del> </del>						
Provide a		nite papers	s from	the carp	et manu	facturer	on how	to cal	Сί
LEED poin	.S.								
				·					
Does your	company o	r other ma	nufactur	er offer i	ebates?		Yes	N	lo
If yes, expl	• •								
, , ,	, ,	, ,							

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

#### PRICE FORM

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
1.	Carpet Installation - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	Per Sollare	0 - 3000 Square Yards		
2.	<b>Wall Carpet Installation</b> - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	Per Sollare	0 - 100 Square Yards		
3.	<b>Double Stick Carpet Installation</b> - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	Per Sollare	0 - 3000 Square Yards		
4.	Removal (Demo) of Existing Carpet - Price to include all necessary supplies, labor, and miscellaneous supplies to complete removal.	r Per Sonare i	0 - 3000 Square Yards		

Note: Do not reference other Cooperative Contracts on the Price Form.

All travel costs, delivery, freight and fuel costs are to included in hourly labor rate. Contractor shall not charge Tarrant County a separate Trip Charge, Truck Charge, Fuel Charge or Service Call on any project performed under this Annual Contract.

Contractor's time shall not start until the Contractor has arrived onsite to start services. No minimum charges per trip.

MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS REQUIRED SHALL BE INCLUDED IN UNIT PRICES.

Quantities and Hour are estimates only. Tarrant County does not intend to guarantee the number of hours. Products and Services are ordered on an asneeded basis.

MUST PROVIDE PRICING FOR ALL ITEMS LISTED.

ANY BLANK OR "NO-BID" ENTRY WILL RENDER BID NON-RESPONSIVE.

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#### PRICE FORM

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
5.	Take Back and Recycling of Old Carpet Products - Price to include all necessary supplies, labor, and miscellaneous items to complete recycling of carpet.	Per Square Yard	0 - 2000 Square Yards		
6.	Ceramic Tile Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	Per Sallare	0 - 1000 Square Feet		
7.	Ceramic Install with Epoxy Grout - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	Per Sollare	0 - 500 Square Feet		
8.	Wall Ceramic Tile Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	Per Saliare	0 - 2000 Square Feet		

Note: Do not reference other Cooperative Contracts on the Price Form.

All travel costs, delivery, freight and fuel costs are to included in hourly labor rate. Contractor shall not charge Tarrant County a separate Trip Charge, Truck Charge, Fuel Charge or Service Call on any project performed under this Annual Contract.

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MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS REQUIRED SHALL BE INCLUDED IN UNIT PRICES.

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#### PRICE FORM

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
9.	Removal (Demo) of Existing Ceramic - Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	r Per Square	0 - 1500 Square Feet		
10.	Apply Clear Sealer Concrete - Furnish product and Installation.	Per Square Foot	0 - 500 Square Feet		
11.	<b>4" Cove Base - Furnish and Install</b> - Price to include all necessary product, supplies, labor, and miscellaneous items to complete installation.	l Perlinear	0 - 8000 Linear Feet		
12.	<b>6" Cove Base - Furnish and Install -</b> Price to include all necessary product, supplies, labor, and miscellaneous items to complete installation.	Per Linear	0 - 500 Linear Feet		

Note: Do not reference other Cooperative Contracts on the Price Form.

All travel costs, delivery, freight and fuel costs are to included in hourly labor rate. Contractor shall not charge Tarrant County a separate Trip Charge, Truck Charge, Fuel Charge or Service Call on any project performed under this Annual Contract.

Contractor's time shall not start until the Contractor has arrived onsite to start services. No minimum charges per trip.

MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS REQUIRED SHALL BE INCLUDED IN UNIT PRICES.

Quantities and Hour are estimates only. Tarrant County does not intend to guarantee the number of hours. Products and Services are ordered on an asneeded basis.

#### PRICE FORM

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
13.	Install Customer Supplied Cove Base - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	i Pei Lineai i	0 - 100 Linear Feet		
14.	Removal of Existing Cove Base - Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	i Per Soliare i	0 - 100 Linear Feet		
15.	Scrape Away Old Glue - Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	i Per Soliare i	0 - 4000 Square Yards		
16.	<b>Epoxy Quartz Floor - Furnish and Install -</b> Price to include all necessary product, supplies, labor, and miscellaneous items to complete installation.	i Per Soliare i	0-2000 Square Feet		

Note: Do not reference other Cooperative Contracts on the Price Form.

All travel costs, delivery, freight and fuel costs are to included in hourly labor rate. Contractor shall not charge Tarrant County a separate Trip Charge, Truck Charge, Fuel Charge or Service Call on any project performed under this Annual Contract.

Contractor's time shall not start until the Contractor has arrived onsite to start services. No minimum charges per trip.

MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS REQUIRED SHALL BE INCLUDED IN UNIT PRICES.

Quantities and Hour are estimates only. Tarrant County does not intend to guarantee the number of hours. Products and Services are ordered on an asneeded basis.

#### PRICE FORM

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
17	Sheet Vinyl Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	i Personare i	0-2000 Square Feet		
18.	<b>Rubber Floor Install</b> - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	Per Sollare	0-2000 Square Feet		
19	<b>Transition - Furnish and Install</b> - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	Per i inear	0 - 100 Feet		
20.	Armstrong, Vinyl Composition Tile (VCT) - Furnish and Install - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	Per Square Foot	0 - 7000 Square Feet		

Note: Do not reference other Cooperative Contracts on the Price Form.

All travel costs, delivery, freight and fuel costs are to included in hourly labor rate. Contractor shall not charge Tarrant County a separate Trip Charge, Truck Charge, Fuel Charge or Service Call on any project performed under this Annual Contract.

Contractor's time shall not start until the Contractor has arrived onsite to start services. No minimum charges per trip.

 ${\tt MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS \ REQUIRED \ SHALL \ BE \ INCLUDED \ IN \ UNIT \ PRICES.}$ 

Quantities and Hour are estimates only. Tarrant County does not intend to guarantee the number of hours. Products and Services are ordered on an asneeded basis.

MUST PROVIDE PRICING FOR ALL ITEMS LISTED.

ANY BLANK OR "NO-BID" ENTRY WILL RENDER BID NON-RESPONSIVE.

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#### PRICE FORM

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
21.	<b>Demo Existing Vinyl Composition Tile (VCT)</b> - Price to include all necessary supplies, labor, and miscellaneous items to complete removal.	Per Sollare	0 - 6000 Square Feet		
22.	<b>Heat Weld Vinyl Seams -</b> Price to include all necessary supplies, labor, and miscellaneous items.	Per Linear Foot	0 - 100 Linear Feet		
23.	<b>Demo Wood Flooring</b> - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	Per Sollare	0 - 1000 Square Feet		
24.	Install Wood Flooring - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	i Personare i	0 - 3000 Square Feet		

Note: Do not reference other Cooperative Contracts on the Price Form.

All travel costs, delivery, freight and fuel costs are to included in hourly labor rate. Contractor shall not charge Tarrant County a separate Trip Charge, Truck Charge, Fuel Charge or Service Call on any project performed under this Annual Contract.

Contractor's time shall not start until the Contractor has arrived onsite to start services. No minimum charges per trip.

MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS REQUIRED SHALL BE INCLUDED IN UNIT PRICES.

Quantities and Hour are estimates only. Tarrant County does not intend to guarantee the number of hours. Products and Services are ordered on an asneeded basis.

#### PRICE FORM

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
25.	Install Vinyl Wood Plank - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	i Personare i	0 - 3000 Square Feet		
26.	Sand and Refinish Wood Floor - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	Per Sollare	0 - 3000 Square Feet		
27.	Ardex Feather Finish - Furnish and Install - Furnish product and Installation	Bag (10 lbs.)	0 - 100 Bags (10 lbs.)		
28.	Install Static Dissipative Tile - Price to include all necessary supplies, labor, and miscellaneous items to complete installation.	Per Sollare	0 - 500 Square Feet		

Note: Do not reference other Cooperative Contracts on the Price Form.

All travel costs, delivery, freight and fuel costs are to included in hourly labor rate. Contractor shall not charge Tarrant County a separate Trip Charge, Truck Charge, Fuel Charge or Service Call on any project performed under this Annual Contract.

Contractor's time shall not start until the Contractor has arrived onsite to start services. No minimum charges per trip.

MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS REQUIRED SHALL BE INCLUDED IN UNIT PRICES.

Quantities and Hour are estimates only. Tarrant County does not intend to guarantee the number of hours. Products and Services are ordered on an asneeded basis.

#### PRICE FORM

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
29.	<b>Moisture Test</b> - Price to include all necessary tools, supplies, labor and miscellaneous items to complete test	Per Sollare	0 - 100 Square Feet		
30.	Journeyman Installer	Per Hour	0 - 200 Hours		
31.	Journeyman Helper	Per Hour	0 - 200 Hours		
32.	Furniture Moving	Per Square Yard	0 - 1500 Square Yard		
33.	Border and/or Custom Patterns Labor	Per Square Foot	0 - 500 Square Feet		
34.	After Hours Labor	Per Hour	0 - 10 Hours		

Note: Do not reference other Cooperative Contracts on the Price Form.

All travel costs, delivery, freight and fuel costs are to included in hourly labor rate. Contractor shall not charge Tarrant County a separate Trip Charge, Truck Charge, Fuel Charge or Service Call on any project performed under this Annual Contract.

Contractor's time shall not start until the Contractor has arrived onsite to start services. No minimum charges per trip.

 ${\tt MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS \ REQUIRED \ SHALL \ BE \ INCLUDED \ IN \ UNIT \ PRICES.}$ 

Quantities and Hour are estimates only. Tarrant County does not intend to guarantee the number of hours. Products and Services are ordered on an asneeded basis.

#### PRICE FORM

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
35.	Minimum Charge for Small Repair	Per Job	1 Job		
36.	Carpet Tile Adhesive	Per Gallon	0 - 120 Gallons		
37.	Carpet (Broadloom) Adhesive	Per Gallon	0 - 40 Gallons		
38.	4" Rubber Cove Base - no installation	Per Linear Foot	0 - 500 Linear Feet		
39.	6" Rubber Cove Base - no installation	Per Linear Foot	0 - 100 Linear Feet		
40.	Cove Base Adhesive	Per Gallon	0 - 15 Gallons		

Note: Do not reference other Cooperative Contracts on the Price Form.

All travel costs, delivery, freight and fuel costs are to included in hourly labor rate. Contractor shall not charge Tarrant County a separate Trip Charge, Truck Charge, Fuel Charge or Service Call on any project performed under this Annual Contract.

Contractor's time shall not start until the Contractor has arrived onsite to start services. No minimum charges per trip.

MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS REQUIRED SHALL BE INCLUDED IN UNIT PRICES.

Quantities and Hour are estimates only. Tarrant County does not intend to guarantee the number of hours. Products and Services are ordered on an asneeded basis.

MUST PROVIDE PRICING FOR ALL ITEMS LISTED.

ANY BLANK OR "NO-BID" ENTRY WILL RENDER BID NON-RESPONSIVE.

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#### PRICE FORM

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
41.	Armstrong, VCT	Per Square Foot	0 - 7000 Square Feet		
42.	Vinyl Composition Tile (VCT) Adhesive	Per Gallon	0 - 20 Gallons		
43.	Vinyl Wood Plank Adhesive	Per Gallon	0 - 10 Gallons		
44.	Furniture Lift	Per Square Yard	0 - 100 Square Yard		
		\$			

Note: Do not reference other Cooperative Contracts on the Price Form.

All travel costs, delivery, freight and fuel costs are to included in hourly labor rate. Contractor shall not charge Tarrant County a separate Trip Charge, Truck Charge, Fuel Charge or Service Call on any project performed under this Annual Contract.

Contractor's time shall not start until the Contractor has arrived onsite to start services. No minimum charges per trip.

MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS REQUIRED SHALL BE INCLUDED IN UNIT PRICES.

Quantities and Hour are estimates only. Tarrant County does not intend to guarantee the number of hours. Products and Services are ordered on an asneeded basis.

MUST PROVIDE PRICING FOR ALL ITEMS LISTED.

ANY BLANK OR "NO-BID" ENTRY WILL RENDER BID NON-RESPONSIVE.

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#### PRICE FORM

#### PRODUCT DISCOUNT SCHEDULE

ITEM NO.	MANUFACTURER	DESCRIPTION	DISCOUNT SCHEDULE	DISCOUNT OFF CATALOG / PRICELIST
		CARPET TILE PRO	DUCTS	
1.	Mohawk Group			%
2.	Milliken			%
3.				%
4.				%
5.				%
6.				%
7.				%
8.				%

#### PRICE FORM

#### PRODUCT DISCOUNT SCHEDULE

ITEM NO.	MANUFACTURER	DESCRIPTION	DISCOUNT SCHEDULE	DISCOUNT OFF CATALOG / PRICELIST
		BROADLOOM CARPET	PRODUCTS	
1.	Mohawk Group			%
2.	Milliken			%
3.				%
4.				%
5.				%
6.				%
7.				%
8.				%

#### PRICE FORM

#### PRODUCT DISCOUNT SCHEDULE

ITEM NO.	MANUFACTURER	DESCRIPTION	DISCOUNT SCHEDULE	DISCOUNT OFF CATALOG / PRICELIST
		CERAMIC TILE PRO	DDUCTS	
1.	Armstrong			%
2.	Mohawk Group			%
3.	Daltile			%
4.				%
5.				%
6.				%
7.				%
8.				%

#### PRICE FORM

#### PRODUCT DISCOUNT SCHEDULE

ITEM NO.	MANUFACTURER	DESCRIPTION	DISCOUNT SCHEDULE	DISCOUNT OFF CATALOG / PRICELIST
		VINYL COMPOSITION TILE (	VCT) PRODUCTS	
1.	Armstrong			%
2.	Mohawk Group			%
3.	Daltile			%
4.				%
5.				%
6.				%
7.				%
8.				%

#### PRICE FORM

#### PRODUCT DISCOUNT SCHEDULE

ITEM NO.	MANUFACTURER	DESCRIPTION	DISCOUNT SCHEDULE	DISCOUNT OFF CATALOG / PRICELIST
OTHER FLOOR PRODUCTS AND FLOOR PREP SUPPLIES				
1.	Armstrong			%
2.				%
3.				%
4.				%
5.				%
6.				%
7.				%
8.				%

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

# TARRANT COUNTY SEALED BID/PROPOSAL/RESPONSE

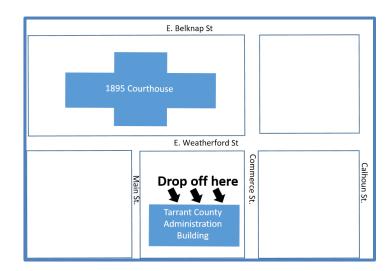
RFB No. 2022-081

ANNUAL CONTRACT FOR CARPET, TILE, AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES

Due Date: FEBRUARY 24, 2022 AT 2:00 P.M. CST

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

Street View



Building View

