

Company Name:

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

CHRIS LAX, CPSM, CPSD, CPCP ASSISTANT PURCHASING AGENT

RFQ NO. 2023-135

REQUEST FOR QUALIFICATIONS FOR ANNUAL CONTRACT FOR CONSTRUCTION MATERIALS TESTING AND GEOTECHNICAL ENGINEERING SERVICES

RESPONSES DUE JUNE 15, 2023 2:00 P.M. CST

RFQ NO. 2023-135

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

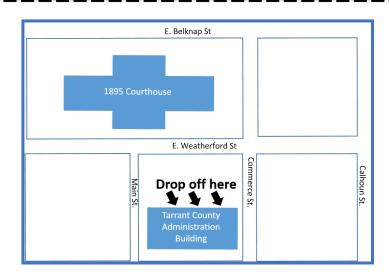
TARRANT COUNTY SEALED BID/PROPOSAL/RESPONSE

RFQ No. 2023-135

RFQ FOR ANNUAL CONTRACT FOR CONSTRUCTION MATERIALS TESTING AND GEOTECHNICAL ENGINEERING SERVICES

Due Date: JUNE 15, 2023, at 2:00 PM. CST

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



Street View

Building View

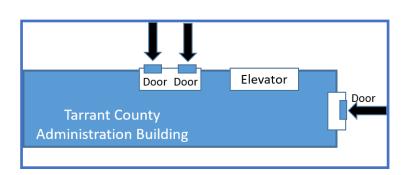


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This Table of Contents is intended as an aid to respondents and not as a comprehensive listing of the RFQ package. Respondents are responsible for reading the entire RFQ package and complying with all specifications.

PRE-QUALIFICATION CONFERENCE

All Respondents are encouraged to attend the Pre-Qualification Conference to be held:

DATE: WEDNESDAY, MAY 31, 2023

TIME: 10:00 A.M., CST

LOCATION: TARRANT COUNTY ADMINISTRATION BUILDING

PURCHASING DEPARTMENT CONFERENCE ROOM

100 E. WEATHERFORD STREET, ROOM 303

FORT WORTH, TEXAS 76196-0104

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

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

RSVP: Respondents planning to attend the Pre-Qualification Conference must RSVP to Rita C. Pauley, CPO, Senior Buyer, via fax 817-884-2629 or, if unable to fax, email to:

BidQuestions-RSVP@tarrantcountytx.gov by 5:00 p.m., CST, Tuesday, May 30 2023. Confirmed receipt by Tarrant County of this email is required.

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

Tarrant County is soliciting qualifications for its ANNUAL CONTRACT FOR CONSTRUCTION MATERIALS TESTING AND GEOTECHNICAL ENGINEERING SERVICES for the FACILITIES MANAGEMENT DEPARTMENT.

Original and One (3) Copies

OF

COMPLETE RFQ RESPONSES

MUST BE RECEIVED IN THE

TARRANT COUNTY PURCHASING DEPARTMENT

AT 100 E. WEATHERFORD, SUITE 303

FORT WORTH, TEXAS 76196-0104

ON OR BEFORE JUNE 15, 2023, AT 2:00 P.M. CST

All responses are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All responses must be clearly marked with the RFQ Number, the name of the company submitting the qualifications package, and the date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Original response must be clearly marked "ORIGINAL" and contain all original signatures.

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

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

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

RITA C. PAULEY, CPO, SENIOR BUYER

Fax: 817-884-2629

Email: BidQuestions-RSVP@tarrantcountytx.gov

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

The deadline for receipt of all questions is 12:00 p.m., CST, Thursday, June 8, 2023. After this deadline, all questions and responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed to Rita C. Pauley, CPO, Senior Buyer, via fax at **817-884-2629** or, if unable to fax, emailed to:

BidQuestions-RSVP@tarrantcountytx.gov

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

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

All Response Forms and Questionnaires must be fully completed and included in your response. Detailed specifications have been provided and any deviations or exceptions must be referenced on the form provided. Unless deviations are specifically stated herein, services will be provided according to the specifications at no additional charge.

This RFQ is issued in compliance with the Chapter 2254 of the Government Code. Negotiations shall be conducted with responsible vendor(s) who submit responses determined to be reasonably susceptible of being selected for award.

<u>CONFIDENTIALITY</u>: Any material that is to be considered confidential in nature must be clearly marked as such and shall be treated as confidential to the extent allowable in the Open Records Act. Trade secrets or confidential information <u>MUST</u> be placed in a separate envelope marked <u>"CONFIDENTIAL INFORMATION"</u> and <u>EACH PAGE</u> must be marked <u>CONFIDENTIAL INFORMATION."</u> Tarrant County will make every effort to protect these papers from public disclosure as outlined in LCG, Texas Government Code, Chapter 552.

Responses shall be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. All responses that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the response and identified as such.

The successful Respondent shall defend, indemnify, and hold harmless Tarrant Count from any and all liability or loss of any nature whatsoever arising out of or relating to the Respondent performing work on County premises, including, without limiting the generality of the foregoing coverage, any act or omission of the contractor, its agents, servants, employees, or invitees in the execution or performance of the contract.

<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. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

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

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

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

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

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

- 1. Reason for believing collusion exists among the Respondents.
- 2. Reasonable grounds for believing that any Respondent is interested in more than one (1) Response for the work contemplated.
- 3. Respondent being interested in any litigation against Tarrant County.
- 4. Respondent 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. Respondents shall not owe delinquent property tax in Tarrant County.
- 8. Limited competition.

It is the Respondent's sole responsibility to print and review all pages of the RFQ document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide signature on this form renders response 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 response.

Due care and diligence has been used in 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 Respondent. 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 respondent to determine the full extent of the exposures.

Respondent 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.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 1. <u>CONTRACT TERMS</u>: Vendor(s) will be awarded a twelve (12) month contract, effective from 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 three (3) additional twelve (12) month periods, as further explained in Renewal Options.
- 2. RENEWAL OPTIONS: Tarrant County reserves the right to exercise an option to renew the contract of the Vendor for three (3) 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. MINIMUM INSURANCE REQUIREMENTS:

- A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and <u>approved by</u> Tarrant County.
 - 1) Workers' Compensation/Employer's Liability
 - a. Worker's Compensation statutory
 - b. Employer's Liability \$500,000
 - 2) Commercial General Liability:
 - a. Bodily Injury/Personal Injury \$1,000,000 per occurrence \$2,000,000 aggregate
 - b. Property Damage \$500,000 aggregate
 - 3) Professional Liability as it applies to the position being filled
 - \$1,000,000 per occurrence\$2,000,000 aggregate
- B. Tarrant County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.
- C. Required Provisions:
 - 1) Proof of Carriage of Insurance All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 2) All Certificates shall provide Tarrant County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
- 3) As to all applicable coverage, policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
- 4) All copies of the Certificates of Insurance shall reference the project name and solicitation number for which the insurance is being supplied.
- Vendor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
- 6) If applicable, the Vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.
- 7) All Contractor's Employees and Assignees must be covered by Contractor with regards to All Workers' Compensation Employer's Liability, Commercial General Liability Insurance as well as all required coverages to comply with the Affordable Care Act.

4. CRIMINAL BACKGROUND CHECK:

- A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a fingerprint-based Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.
 - The Vendor must provide information, including, but not limited to, employee name, date of birth, a clear copy of employee's driver's license, and a copy of employee's social security card for each individual required to pass a Criminal Background Check.
 - Award of a contract could be affected by 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 could result in termination 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.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:

A. The following is only applicable when the 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 datacenters 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.).

6. <u>SUB-CONT</u>RACTING:

- 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-vendor to perform a portion of the work.
- B. Should sub-contracting be required, vendor must first obtain approval of Tarrant County prior to any work being performed by a sub-vendor.
- C. Sub-contracting firms will be required to obtain the same insurance requirements before any work is completed. Reference pages of this RFQ.

STATEMENT OF WORK

I. GENERAL

- A. Tarrant County is seeking vendors to submit qualifications for an annual agreement for Construction Materials Testing and Geotechnical Engineering Services for various projects located in the downtown and suburban areas of Tarrant County.
- B. A description of services that may be required includes, but is not limited to, the following:
 - 1. Construction Materials Testing:
 - Plan review
 - b. Pier inspection
 - c. Soils testing
 - d. Concrete sample and testing
 - e. Pre-cast concrete observations
 - f. Structural steel inspection
 - g. Reinforcing steel inspection
 - h. Masonry inspections
 - i. Other construction material testing

2. Geotechnical:

- a. Field investigation
- b. Laboratory investigation
- c. Engineering Services
- d. Analysis and reports
- e. Other geotechnical evaluation and testing.

II. RESPONSE SUBMITTAL REQUIREMENTS

- A. In the interest of performing a thorough and timely review of all qualification packages received, Tarrant County requests that all packages be submitted in the following tabbed format, with strict limitation to thirty (30) pages. All pages shall be 8 ½" x 11". Please do not submit any qualifications package (responses or portion of your response) in a font size less than twelve (12) points. All qualifications package (responses or portion of your response) documents are to be **one-sided**(1) only. Required forms found in this Request for Qualifications, such as signature pages and reference pages, are not considered part of the 30-page limitation.
- B. The qualifications package must meet the specified format, be presented in a concise form, be provided in one (1) unbound and clearly marked "Original" and one (1) copy of the completed package signed and dated. Use binder clips to secure original and copy of proposals. Do NOT spiral bind or submit in 3-ring binders.

III. QUALIFICATION STATEMENT REQUIREMENTS

- A. Firms will be evaluated based on overall experience and depth of resources.
- B. It is imperative that responses are completed according to **Section III. Response Submittal Requirements (above)** and in the same order as reflected in the Sections, below.
 - SECTION 1 EXECUTIVE SUMMARY
 - a. Include name, address and telephone number of the firm submitting the Qualification Statement, a summary of the firm's interest in the project, and the name of one (1) or more individuals authorized to officially represent the firm in its dealings on a contractual basis.
 - i. The summary shall include a statement of the testing for which Respondent is qualified, how respondent proposes to accomplish and perform the work as described, any unique problems perceived by respondent, and applicable solutions. This summary shall be no more than two (2) pages in length.

SECTION 2 – CORPORATE INFORMATION

- Firm's local address.
- Location of corporate headquarters and other divisional offices.
 Specify which office or offices will be involved in work for Tarrant County. Include names, addresses, phone numbers, and email addresses.
- c. History of the firm, including present ownership and key management individuals. Describe any anticipated or recent changes in overall corporate management ownership.
 - i. Background of Respondent and support personnel, including professional qualifications and length of time working in Respondent's capacity with this organization. Include résumés of key personnel for services that respondent proposes to perform for Tarrant County. Provide copies of professional registrations or licenses evidencing credentials.
 - ii. Relevant experience of Respondent as it relates to the scope of service contemplated by this RFQ.
 - Specific experience with public entity clients, especially large municipalities in performing similar work as described in this RFQ.
- d. A company organization chart showing authority structure and depth of resources.
- e. Names and qualifications of principals who will oversee work for Tarrant County.
- f. Names and qualifications of engineers, licensed by the State of Texas, who will perform work for Tarrant County.

- g. Names and qualifications of sub-contractor (if applicable) who will be performing services on this RFQ, and a description of the work proposed (Use provided Sub-contractor form)
- h. A disclosure statement that shall disclose all potential conflicts of interest related to any Tarrant County Project. This disclosure statement must be addressed specifically in your response, even if no conflict exists
- i. An overview of the firm's DBE utilization program and past performance on projects with other entities, if applicable.
- j. Discuss how the firm will provide quick response regarding testing requests as outlined in this RFQ.
- k. Discuss reasons why the firm would be uniquely qualified for the work described in this RFQ.
- List the firm's in-house engineering capabilities, planned to be used on Tarrant County projects.
- m. Discuss the firm's core competencies (if applicable). Core Competencies refer to a firm's distinctive abilities or unique skills it acquires from its founders or develops that cannot be easily imitated. Core Competencies are what give a company one (1) or more competitive advantages, in creating and delivering value to its customers in its chosen field.

SECTION 3 – TESTING INFORMATION

- a. Provide a list of testing services that the firm provides.
 - Indicate average length of time to complete each testing service
 - ii. Indicate which testing services that are specialties of the firm
 - iii. Indicate which testing services are provided by in-house staff and which are provided by sub-contractors.
- b. Provide the average length of response time between a customer's first contact with the firm and the issuing of a price proposal.
- c. Provide at least three (3) examples of testing service reports. It is preferred that sample reports are of testing services that are provided in-house by staff employed directly by Respondent's firm.

4. SECTION 4 - REFERENCES

- a. At least three (3) references, other than Tarrant County, in the Fort Worth/Dallas Metroplex or comparable size population county in Texas for which the firm has provided similar size and scope of work in the last five (5) years.
- b. Provided Reference Form is not to be modified and must be completed in its entirety.

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IV. SELECTION CRITERIA

- A. The responses for the RFQ will be evaluated using a one-hundred (100) point system on the following categories:
 - - a. Requested information included and thoroughness of response.
 - b. Adherence to formatting requirements.
 - c. Clarity and brevity of response.
 - - a. Provision for required disciplines and skills to complete testing services.
 - b. Provision for participation by firm's key personnel assigned to Tarrant County.
 - c. Qualifications of key personnel who will be performing tests on Tarrant County projects.
 - d. Availability of staff to provide testing services on Tarrant County projects.
 - - a. Background of the firm.
 - b. Relevant experience of the firm based on past services noted.
 - c. Specific experience on active projects. Preference will be given to those organizations who provide data where the same/similar services in size and scope have been performed. Prefer work experience to be from government entities (not with Tarrant County) and testing examples completed in the Dallas/Fort Worth region or other comparable metropolitan area(s) in Texas.
 - d. Methodology recommended to meet testing objectives of Tarrant County projects.
 - e. Location of firm within the Dallas/Fort Worth Metroplex as well as evidence of an in-depth knowledge of the Dallas/Fort Worth Metroplex market for testing services as described in this RFQ.
 - f. Experience completing services with entities other than Tarrant County (see references provided).

- - a. Quantity of in-house tests that the firm offers.
 - b. Quality of sample testing reports.
 - i. Data provided on report
 - ii. Clarity and ease of use
 - c. Length of time it takes to provide price proposals.
 - d. Length of time it takes to provide test reports.

TOTAL POINTS: 100 Points

- B. Once Qualification Statements are reviewed and scored, a short list will be compiled. Interviews may be conducted with the firms determined to be the most qualified and additional information may be required at that time. The Tarrant County Commissioners Court will approve the final selection as well as the proposed contract, if applicable.
- C. Negotiations will include selection of specific services in the best interests of Tarrant County. The selected firm must be prepared to enter negotiations with each service individually represented by costs and necessity to the overall analysis. Tarrant County may elect to contract with any and all of the proposed services on an as needed basis.
- D. Tarrant County shall rank those firms qualified in order as outlined above. Tarrant County will perform interviews and/or initiate negotiations regarding the construction materials testing and geotechnical engineering services with the awarded firm(s) on an as-needed basis. Tarrant County reserves the right to select one (1) or more firms for each of the projects as each project is scheduled, or any combination for the various projects, based on a particular expertise or availability.

V. VENDOR SUBMITTED TERMS AND CONDITIONS

- A. This RFQ proposal outlines all terms and conditions. In the event of a discrepancy between a vendor's proposed terms and conditions and Tarrant County's terms and conditions, Tarrant County's terms and conditions will supersede a vendor's proposed terms and conditions.
- B. If a vendor wishes to submit additional terms and conditions in their responses, they must include their additional terms and conditions in this RFQ response by using the provided form titled "Deficiencies and Deviations Form". Priority will be given to those vendors who do not take any exceptions to Tarrant County terms and conditions.
- C. When submitting price proposals that list any additional terms and conditions, awarded vendors will be required to remove any additional terms and conditions that are not listed in this Request for Qualifications.



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, responses 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.
 - 2. Continuing to seek new communication links with HUB vendors, professionals and contactors to involve them in the procurement process.
 - Continuing to advertise responses 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 responses 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.
 - 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 responses and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

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

IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 - 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 OR
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 CERTIFIED, ATTACH A COPY OF THE CERTIFICATION TO THIS FORM AND RETURN WITH RESPONSE.

COMPANY NAME:	
REPRESENTATIVE	<u>:</u>
ADDRESS:	
TELEPHONE NO	FAX NO
Indicate all that ap	ply:
	Minority-Owned Business EnterpriseWomen-Owned Business EnterpriseDisadvantaged Business Enterprise
NOTE: WITHOUT A HUB/DBE.	A VALID CERTIFICATION ON FILE, YOU WILL NOT BE EVALUATED AS A
	S NOT APPLY TO YOUR COMPANY, PLEASE CHECK THIS BOX AND IS FORM WITH YOUR RESPONSE.

REFERENCES

Please list three (3) references, **other than past or present employees of Tarrant County**, who can verify your performance as a Respondent. 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 Respondent's ability to provide the intended goods or service of this request. The County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Respondent's company provides and that the company has completed a project of similar size and scope of work in the Request. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your response.

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

Respondent 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.

DO NOT LIST TARRANT COUNTY AS A REFERENCE

	REFERENCE ONE
GOVERNMENT/COMPANY NAME:	
ADDRESS:	
E-MAIL ADDRESS:	
SCOPE OF WORK:	
	REFERENCE TWO
GOVERNMENT/COMPANY NAME:	
CONTACT PERSON AND TITLE:	
TELEPHONE NUMBER:	
E-MAIL ADDRESS:	
CONTRACT PERIOD:	

REFERENCES MUST BE RETURNED WITH RESPONSE!

REFERENCES

REFERENCE THREE
GOVERNMENT/COMPANY NAME:
ADDRESS:
CONTACT PERSON AND TITLE:
ELEPHONE NUMBER:
-MAIL ADDRESS:
SCOPE OF WORK:
CONTRACT PERIOD:

REFERENCES MUST BE RETURNED WITH RESPONSE!

SIGNATURE FORM

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

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

The undersigned agrees, on behalf of Respondent, that if this response is accepted, Respondent will furnish all items/services upon which price(s) are negotiated upon the terms and conditions contained in the specifications. The period for acceptance of this response will be ninety (90) calendar days.

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

Respondent 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 RFQ package. *Failure to sign and return this form will result in the rejection of the entire response.*

Signature	X
	Authorized Representative
Legal Name of Company	Date
Street Address	Printed Name of Authorized Representative
City, State and Zip	Title of Authorized Representative
Telephone Number	Fax Number
E-Mail Address	

THIS FORM MUST BE **SIGNED**.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND THREE (3) COPIES MUST BE RETURNED WITH RESPONSE!



Did you provide References, sign your Response and/or your Addendum?

If not, your Response will be rejected.

COMPANY IS:
Business included in a Corporate Income Tax Return?YESNC
Corporation organized & existing under the laws of the State of
Partnership consisting of
Individual trading as
Principal offices are in the city of
Unique Entity Identifier (UEI) Number:
CAGE Code:

THE ORIGINAL AND THREE (3) COPIES OF THIS FORM MUST BE RETURNED WITH RESPONSE!

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 <u>87th Legislature S. B. 13)</u>, 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 <u>87th Legislature, S. B. 13)</u> 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 87th Legislature, S. B. 19) and means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Ho	ereby 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 that it does not and will not Boycott Energy Companies and that it does not and we not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.	ill
Sian	ature X	,

THIS FORM MUST BE **SIGNED**.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND THREE (3) COPIES MUST BE RETURNED WITH RESPONSE!

DEFICIENCIES AND DEVIATIONS FORM

Following is a listing of ALL deficiencies and deviations from the requirements and/or provisions a outlined in the Request for Qualifications. Unless specifically listed here, your response will be considered to be in FULL compliance with the RFQ. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of the RFC stipulated must be fulfilled at no additional expense to Tarrant County.		

SUBCONTRACTORS

Respondents 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 RFQ due date in the space provided. Respondents 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	DBE PARTICIPATION			
SUBCONTRACTED	SUB-CONTRACTOR	VALUE	CHECK ONE		DDE 0/	
	SOB SOMMONO TON		YES (or) NO		DBE %	
TOTAL						

THE ORIGINAL AND THREE (3) COPIES OF THIS PAGE MUST BE RETURNED WITH RESPONSE!

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.		
	Scope of services not clearly understood or applicable (too vague, too rigid, etc.)		
	Project not suited to our organization.		
	Quantities too small.		
	Insufficient time allowed for preparation of bid/proposal.		
	Other (please specify).		
Vendo	or Name:		
Conta	ct Person:		
	hone:		
Liliali.			
Please	e send your response to:		

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