



Company Name:

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**TARRANT COUNTY**  
PURCHASING DEPARTMENT

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

*CHRIS LAX, CPSM, CPSD, CPCP*  
ASSISTANT PURCHASING AGENT

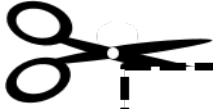
**RFQ NO. 2023-143**

**REQUEST FOR QUALIFICATIONS  
FOR  
ANNUAL CONTRACT  
FOR  
OIL AND GAS MINERAL ASSET  
MANAGEMENT SERVICES  
FOR COUNTY-OWNED PROPERTIES**

**RESPONSES DUE JUNE 8, 2023  
2:00 P.M. CST**

**RFQ NO. 2023-143**

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



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

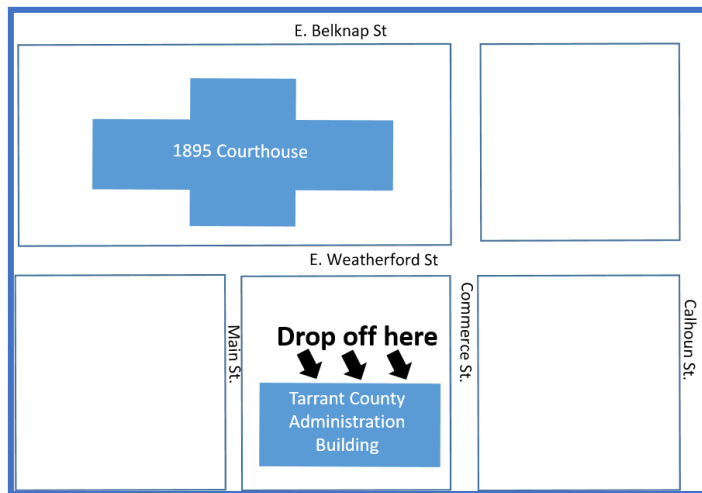
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**RFQ FOR ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET  
MANAGEMENT SERVICES FOR COUNTY-OWNED PROPERTIES**

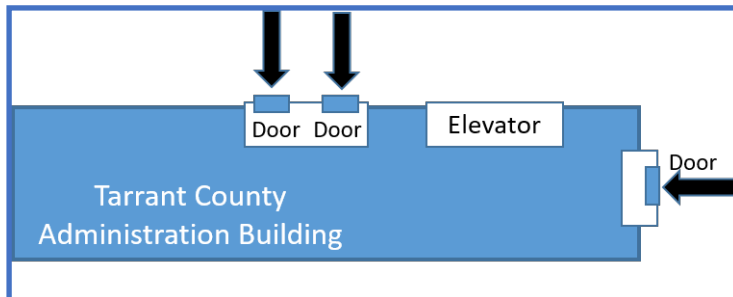
**Due Date: JUNE 8, 2023, at 2:00 PM. CST**

**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.*

**RFQ FOR ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET MANAGEMENT SERVICES FOR COUNTY-OWNED PROPERTIES**

Tarrant County is soliciting qualifications for **ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET MANAGEMENT SERVICES FOR COUNTY-OWNED PROPERTIES** for the **ADMINISTRATOR'S OFFICE**.

**Original and Three (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 8, 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:**

**TERESA RALLS, SENIOR BUYER**

**Fax: 817-884-2629**

**Email: [BidQuestions-RSVP@tarrantcountytx.gov](mailto: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.**

**RFQ FOR ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET MANAGEMENT  
SERVICES FOR COUNTY-OWNED PROPERTIES**

The deadline for receipt of all questions is 12:00 p.m., CST, Tuesday, May 16, 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 Teresa Ralls, Senior Buyer, via fax at **817-884-2629** or, if unable to fax, emailed to:

[BidQuestions-RSVP@tarrantcountytx.gov](mailto: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.

**CONFIDENTIALITY:** 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 **MUST** be placed in a separate envelope marked **“CONFIDENTIAL INFORMATION”** and **EACH PAGE** must be marked **CONFIDENTIAL INFORMATION.** 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 County 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.

**Continuing non-performance** of the Vendor in terms of Specifications shall be a basis for the termination of the contract by Tarrant County. Tarrant County shall not pay for work, equipment, or supplies which are unsatisfactory. 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.

**RFQ FOR ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET MANAGEMENT SERVICES FOR COUNTY-OWNED PROPERTIES**

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.

**RFQ FOR ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET MANAGEMENT  
SERVICES FOR COUNTY-OWNED PROPERTIES**

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.

**RFQ FOR ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET MANAGEMENT SERVICES FOR COUNTY-OWNED PROPERTIES**

**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

1. **CONTRACT TERMS:** 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 two (2) 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 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. **MINIMUM INSURANCE REQUIREMENTS:**
  - A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.
    - 1) Workers' Compensation/Employer's Liability
      - a. Worker's Compensation — statutory
      - b. Employer's Liability — \$500,000
    - 2) Commercial General Liability:
      - a. Bodily Injury/Personal Injury — \$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.



**RFQ FOR ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET MANAGEMENT  
SERVICES FOR COUNTY-OWNED PROPERTIES**

**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.
- 5) Vendor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
- 6) If applicable, the Vendor is responsible for making sure any 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.
  1. 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.
  2. Award of a contract could be affected by Vendor's refusal to agree to these terms.
  3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in termination of the contract.
  4. The Criminal Background Check applies to the individual and not the Company.
  5. Passing status must be maintained by Vendor personnel for duration of the contract.

**RFQ FOR ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET MANAGEMENT  
SERVICES FOR COUNTY-OWNED PROPERTIES**

**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.
  3. **Data**  
All Tarrant County data will remain in the 48 contiguous United States at all times.
  4. **Right to Audit**  
Tarrant County reserves the right to audit Vendor 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.).

**RFQ FOR ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET MANAGEMENT SERVICES FOR COUNTY-OWNED PROPERTIES**

**SPECIFICATIONS**

**I. PURPOSE AND SUMMARY OF PROPOSED SERVICES**

**A. Purpose of Request for Qualifications**

1. The intent of this Request for Qualifications (RFQ) is to select the most qualified firm or professional team to enter into a contract with Tarrant County for the management of the County's gas and oil mineral assets on or beneath County-owned properties.
2. The selected firm will be awarded a contract to provide various professional services to Tarrant County for its Gas & Oil Mineral Lease Program.

**B. Summary of Services to be provided by the Mineral Asset Management Firm/Team**

1. The successful firm/team will provide the overall management services for the County's gas and oil mineral assets on or beneath County-owned properties on behalf of Tarrant County.
2. The general services to be provided include:
  - a. Provision of a qualified portfolio Project Manager.
  - b. Development of a strategic leasing plan for gas and oil mineral assets on or beneath County-owned properties.
  - c. Review of the County's current Gas Drilling and Production Regulations to ensure appropriate levels of protection in residential areas.
  - d. Development of leasing options for unique County-owned properties, including, but not limited to:
    - County Rights-of-Way
    - County buildings; and
    - Properties that the County has partial ownership.
  - e. Review and update a standard gas lease document to be utilized for County gas and oil leases.
  - f. Review of bids submitted by oil and gas companies.
  - g. Review of bids/recommendation of highest and best bidder considering:
    - Reputation and quality of services
    - Financial ability to provide services
    - Safety record; and
    - Compliance history.
  - h. Negotiation of lease details, providing all necessary landman and oil/gas attorney services.
  - i. Processing of oil and gas revenues by well, property and producer.

**RFQ FOR ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET MANAGEMENT SERVICES FOR COUNTY-OWNED PROPERTIES**

- j. Preparation of quarterly mineral income reports and presentation of the same to the County's Gas Lease Program Team and the Commissioners Court.
- k. Preparation of written progress reports and presentation of the same to the program Team, County Administrator, Commissioners Court and others as required by the County. This includes any necessary displays.
- l. Monitoring and follow-up on environmental issues, including, but not limited to, surface restoration and well plugging and abandonment.
- m. Attendance and representation of the County at public meetings.
- n. Other services deemed necessary by the Tarrant County Commissioners Court.

**C. Summary of Services to be provided by Tarrant County**

- 1. The Transportation Services Department and the County will provide access to any data available in the County's record files and coordination of any appropriate actions requiring approval of the County Administrator or the Commissioners Court.
- 2. The County will also provide a key point of contact to provide day-to-day project liaison services.

**D. Contract Constraints and Conditions**

- 1. The County reserves the right to approve the portfolio Project Manager.
- 2. All services shall be provided in accordance with applicable requirements and regulations of Tarrant County and the laws of the State of Texas.

**II. SUBMITTAL FORMAT**

**A. General Format**

- 1. Information presented in the Statement of Qualification (hereinafter referred to as "SOQ") will be used to evaluate the professional qualifications of the mineral asset management firm/team and to determine the firm/team who will be contracted to provide professional services to the County.
- 2. Submittals to Tarrant County should be a maximum of fifteen (15) pages, **not** including forms included in the RFQ package, front and back cover, one (1) page letter of introduction, table of contents, and legal documents. Type on only one (1) side of 8-1/2" x 11" paper, and a font size not less than twelve (12) points. Any attachments will not be considered in the evaluation.

**B. Statement of Qualifications**

The following outline has been prepared to assist respondents in the preparation of their SOQ by clarifying certain components of the evaluation criteria categories. All respondents should adhere to the format shown below to help expedite the evaluation process.

**RFQ FOR ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET MANAGEMENT SERVICES FOR COUNTY-OWNED PROPERTIES**

1. Firm/Team
  - a. Name.
  - b. Type of organization.
  - c. Location of office(s).
  - d. Contact person submitting the SOQ, address, and telephone number(s).
  - e. Competitive advantages over competition.
  - f. Unique service offerings.
2. Qualifications and Experience
  - a. Resumes and descriptions of experience of principals/associates who will be involved in the management of the County's oil and gas mineral assets.
  - b. Provide professional qualifications and describe similar projects completed within the past five (5) years by the lease management team. Supply names, addresses and telephone numbers for references.
  - c. State number of years firm, or firms, have been in business.
  - d. Indicate number of team members by technical discipline, professional registration, education and experience that are anticipated to be working on the lease management program.
  - e. The firm/team should designate experienced professional and technical staff to perform the work competently and efficiently, either through their own personnel or sub-consultants who demonstrate a high level of expertise in gas and oil mineral asset management.
  - f. Highlight the experience of the lease management team, including all team members and sub-consultants.
3. Management/Organization Plan
  - a. Provide an organization plan for management of the County's gas and oil mineral asset program.
  - b. Identify the project team composition, project leadership, reporting responsibilities and address how sub-consultants will fit into the management structure.
  - c. Computer programs and management system utilized.
  - d. Internal and external audit controls.
  - e. Reporting capabilities.
  - f. Describe how the Lease Management Team and portfolio Project Manager will develop and meet schedules proposed by the County's Gas & Oil Mineral Lease Program Team, the County Administrator and the Commissioners Court.

**RFQ FOR ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET MANAGEMENT SERVICES FOR COUNTY-OWNED PROPERTIES**

- g. The Lease Management Team and portfolio Project Manager must be able to effectively manage the lease program costs and schedules, as well as lease bonus and royalty revenues. The SOQ submitted should include a description of how the firm/team proposes to handle incoming lease bonus and royalty payments from “envelope opening to deposit” into the County’s account.
- 4. Experience/Availability of Portfolio Project Manager
  - a. Highlight the experience with projects of similar nature and scope.

**NOTE: The firm/team may designate more than one (1) person as portfolio Project Manager. All required information should be provided for all designees.**

**III. LEGAL DOCUMENTS**

- A. Include any standard agreement(s) and/or contract(s) associated with Gas and Oil Mineral Asset Management Services that would require Tarrant County signature.
- B. All contracts requiring Tarrant County signature will be subject to review by the Tarrant County Criminal District Attorney’s Office. Vendor contracts are to be governed by the laws of the State of Texas and the venue for any action under the contract shall be in the district courts of Tarrant County, Texas.

**IV. EVALUATION CRITERIA**

- A. The following evaluation criteria will be followed in selection of those firms determined to be reasonably susceptible of being selected for award:
  - 1. Responsiveness ..... 10%
  - 2. Qualifications and Experience ..... 20%
  - 3. Management/Organization Plan ..... 35%
  - 4. Experience/Availability of Portfolio Project Manager ..... 20%
  - 5. References ..... 15%

**RFQ FOR ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET MANAGEMENT  
SERVICES FOR COUNTY-OWNED PROPERTIES**

**V. EVALUATION / SELECTION PROCESS / AWARD**

A. Approach:

1. The Tarrant County Purchasing Department will guide the evaluation of the responses received. An Evaluation Committee will be established to evaluate and score the submitted Responses. The Evaluation Committee may consist of representatives from various Tarrant County Departments.
2. The County reserves the right at its sole determination to include additional Department(s), Employee(s), or Contractor(s) in the evaluation of responses, as the County deems necessary.
3. The respondents with the highest initial evaluation scores may be invited to an interview with Tarrant County. Interview scores will be based on the same evaluation criteria used in the initial ranking. Tarrant County is under no obligation to conduct interviews.
4. Once the evaluation committee has finalized the ranking order, the Tarrant County Commissioners Court will be requested to approve the ranking order.
5. Tarrant County will initiate negotiations with the top ranking firm. Should negotiations fail with the first choice, Tarrant County will initiate negotiations with the next top ranked firm, and so forth.
6. Submission of qualifications indicates Respondent's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by Tarrant County during the evaluation process.



# TARRANT COUNTY

## HISTORICALLY UNDERUTILIZED

### BUSINESSES (HUB) POLICY

#### I. POLICY STATEMENT

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

#### II. DEFINITIONS

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

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

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



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

### III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County does recognize other agencies' certifications. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, 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:
1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
  2. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
  3. Continuing to advertise 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.
  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 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.
  - 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)*

**RFQ FOR ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET MANAGEMENT SERVICES FOR COUNTY-OWNED PROPERTIES**

**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

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

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

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

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

**OR**

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

**IF YOUR COMPANY IS CERTIFIED, ATTACH A COPY OF THE CERTIFICATION TO THIS FORM AND RETURN WITH RESPONSE.**

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

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

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

**Indicate all that apply:**

- \_\_\_\_\_ Minority-Owned Business Enterprise
- \_\_\_\_\_ Women-Owned Business Enterprise
- \_\_\_\_\_ Disadvantaged Business Enterprise

**NOTE: WITHOUT A VALID CERTIFICATION ON FILE, YOU WILL NOT BE EVALUATED AS A HUB/DBE.**

**IF THIS DOES NOT APPLY TO YOUR COMPANY, PLEASE CHECK THIS BOX AND RETURN THIS FORM WITH YOUR RESPONSE.**

**RFQ FOR ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET MANAGEMENT SERVICES FOR COUNTY-OWNED PROPERTIES**

**REFERENCES**

Please list five (5) 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 will 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: \_\_\_\_\_

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

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

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

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

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

**REFERENCE TWO**

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

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

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

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

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

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

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

**REFERENCES MUST BE RETURNED WITH RESPONSE!**

**RFQ FOR ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET MANAGEMENT SERVICES FOR COUNTY-OWNED PROPERTIES**

**REFERENCES**

**REFERENCE THREE**

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

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

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

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

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

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

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

**REFERENCE FOUR**

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

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

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

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

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

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

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

**REFERENCE FIVE**

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

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

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

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

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

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

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

**REFERENCES MUST BE RETURNED WITH RESPONSE!**

**RFQ FOR ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET MANAGEMENT SERVICES FOR COUNTY-OWNED PROPERTIES**

# 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.



**RFQ FOR ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET MANAGEMENT SERVICES FOR COUNTY-OWNED PROPERTIES**

**COMPANY IS:**

Business included in a Corporate Income Tax Return? \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_ Corporation organized & existing under the laws of the State of \_\_\_\_\_

\_\_\_\_\_ Partnership consisting of \_\_\_\_\_

\_\_\_\_\_ Individual trading as \_\_\_\_\_

\_\_\_\_\_ Principal offices are in the city of \_\_\_\_\_

Unique Entity Identifier (UEI) Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_

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

**RFQ FOR ANNUAL CONTRACT FOR OIL AND GAS MINERAL ASSET MANAGEMENT  
SERVICES FOR COUNTY-OWNED PROPERTIES**

## **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 EXEMPT 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**

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Governmental Code (added by 87<sup>th</sup> 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 Hereby 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 Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

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

**THIS FORM MUST BE SIGNED.**

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND THREE (3) COPIES 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).

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Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Please send your response to:

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