



Company Name:

TARRANT COUNTY
PURCHASING DEPARTMENT

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

CHRIS LAX, CPSM, CPSD, CPCP
ASSISTANT PURCHASING AGENT

RFB NO. 2023-147

**REQUEST FOR BID
FOR
ANNUAL CONTRACT
FOR
EROSION CONTROL, HYDROMULCH
SERVICES, AND MATERIALS**

**BIDS DUE MAY 31, 2023
2:00 P.M. CST**

RFB NO. 2023-147

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



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

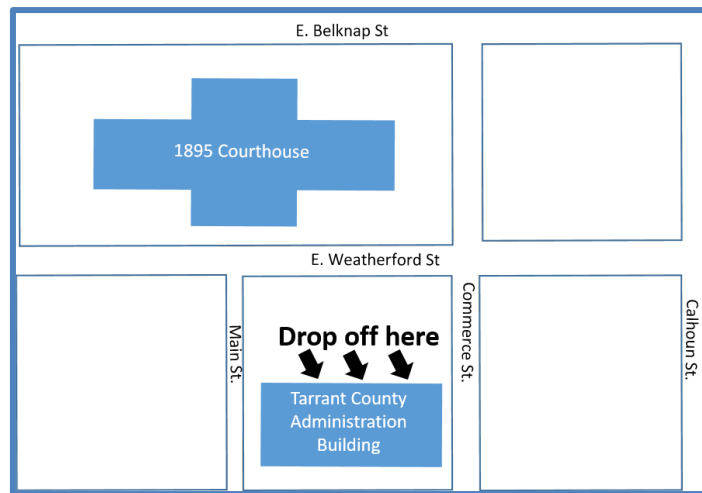
RFB No. 2023-147

**ANNUAL CONTRACT FOR EROSION CONTROL,
HYDROMULCH SERVICES, AND MATERIALS**

Due Date: MAY 31, 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

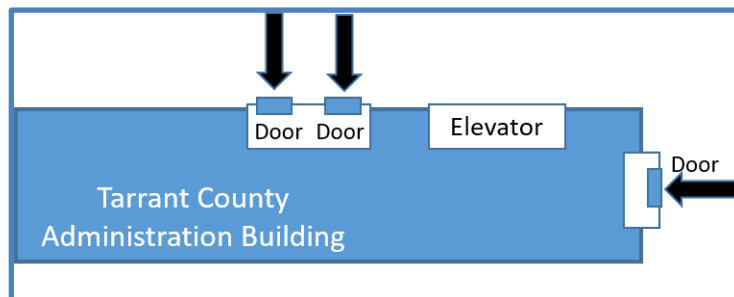


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**ANNUAL CONTRACT FOR
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PRE-BID CONFERENCE

All Bidders are encouraged to attend the Pre-Bid Conference.

A Pre-Bid GoToMeeting Video Conference will be held:

THURSDAY, MAY 11, 2023, AT 10:00 A.M. CST

RSVP: Vendors planning to attend the Pre-Bid GoToMeeting Video Conference must RSVP to Roger Fuller, Senior Buyer, via fax 817 884 2629 or, if unable to fax email to BidQuestions-RSVP@tarrantcounty.com by 5:00 p.m. CST, Wednesday, May 10, 2023. Confirmed receipt by Tarrant County of this email is required.

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

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

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

ANNUAL CONTRACT FOR EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS
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Tarrant County is requesting bids for the **ANNUAL CONTRACT FOR EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS, COUNTYWIDE**. RFB WILL BE AWARDED BY SECTION. BIDDER MAY BID ONE (1) OR ALL SECTIONS. TO BE CONSIDERED FOR AN AWARD, BIDDER MUST BID THE ENTIRE SECTION. All bids must be submitted on the attached Price Forms. Tarrant County will not enter into any contract where the cost is provisional upon such clauses as “escalator” or “cost-plus” clauses.

Original and One (1) Copy
OF
COMPLETED BID PROPOSALS
MUST BE RECEIVED IN THE
TARRANT COUNTY PURCHASING DEPARTMENT
AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76196-0104
ON OR BEFORE MAY 31, 2023, AT 2:00 P.M. CST

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

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

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

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

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

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

**ANNUAL CONTRACT FOR
EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS**

ROGER FULLER, SENIOR BUYER

FAX: 817-884-2629

EMAIL: BidQuestions-RSVP@tarrantcountytx.gov

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

The deadline for receipt of all questions is 12:00 p.m., CST, Friday, May 12, 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 Roger Fuller, 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 RFB number **or** include the RFB cover page.

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

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

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

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

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

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

ANNUAL CONTRACT FOR EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS
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Bids may be rejected, among other reasons, for any of the following specific reasons:

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

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

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

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

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

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

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

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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.

<p style="text-align: center;">ANNUAL CONTRACT FOR EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS</p>

Prices shall include all charges for freight, F.O.B. destination inside delivered to:

LOCATIONS AS INDICATED ON INDIVIDUAL PURCHASE ORDERS

Hours of operation shall be between 8:00 a.m. and 4:00 p.m., Monday through Friday.

Delivery date is important to Tarrant County and may be part of the bid and a factor in evaluation of each bid. Tarrant County considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by Tarrant County at the specified delivery location. The delivery date indicates a guaranteed delivery to Tarrant County, Texas. Failure of the Vendor to meet guaranteed delivery dates or service performance could affect future Tarrant County orders.

Tarrant County reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If the order is given and the Vendor fails to furnish the materials by the guaranteed date, Tarrant County reserves the right to cancel the order without liability on its part.

A **packing list** must accompany each shipment and must include but is not limited, to the following:

1. Tarrant County Purchase Order Number
2. Name and address of Vendor
3. Name and address of receiving department
4. Description of material shipped, including item numbers, quantity, etc.

**ANNUAL CONTRACT FOR
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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS:** Vendor(s) will be awarded a twelve (12) month contract, effective from the date of award or notice to proceed as determined by the Tarrant County Purchasing Department. At Tarrant County's option and approval by the Vendor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**

2. **RENEWAL OPTIONS:** Tarrant County reserves the right to exercise an option to renew the contract of the Vendor for two (2) additional twelve (12) month periods, provided such option is stipulated and agreed upon by both parties. If Tarrant County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. Required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Tarrant County may rescind its option or seek a new solicitation.

3. **SECONDARY/ALTERNATE AWARD:** Secondary or Alternate Vendors serve in a backup capacity only. In the event the Primary is unable to honor the terms and conditions of the contract, the Secondary Vendor(s) may be called. If the Secondary Vendor is unable to honor the terms and conditions of the contract the Alternate Vendor(s) may be called. The Primary Vendor is the first contact. Use of the Secondary or Alternate Vendor(s) must be approved, in writing, by the Tarrant County Purchasing Agent or his designee in compliance with Texas Local Government Code 262.027(g).
 - A. In the event the Secondary or Alternate Vendors are called upon, they will offer the materials and services at their awarded price(s), or better. Any attempt to increase their awarded price(s) may cause the removal of the Vendor from the contract. Calling upon the Secondary or Alternate Vendors does not necessarily affect the status of any awarded Vendor, including the Primary Vendor.
 - B. If a Secondary or Alternate Vendor represents themselves as the Primary Vendor without written authorization from the Tarrant County Purchasing Agent, or his designee, the Secondary or Alternate Vendor may be removed from the contract.
 - C. Would you, as the Vendor, be willing to accept a Secondary or Alternate Award based on the above?

_____Yes _____No

**ANNUAL CONTRACT FOR
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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. **COOPERATIVE PURCHASING**: Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among governmental entities that participate in its Cooperative Purchasing Program. Cooperative Purchasing can be a great benefit to Tarrant County vendors by providing an avenue to offer materials and services to participating entities. A current list of participating entities is included in this solicitation and an up-to-date list can be found on the Tarrant County website: https://www.tarrantcountytexas.gov/content/dam/main/purchasing/Cooperative_Purchasing/ParticipatingEntities.pdf

A. Should other Governmental Entities decide to participate in this contract, would you, as the Vendor, agree that all terms, conditions, specifications, and pricing would apply? **A "NO" answer could result in complete rejection of the bid.**

_____ Yes _____ No

- 1) If you, the Bidder, checked Yes, the following will apply:
 - a) Governmental Entities utilizing Intergovernmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials and services under the contract(s) awarded because of the solicitation. All purchases by Governmental Entities other than Tarrant County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Tarrant County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material and services as needed.
 - b) Delivery to governmental entities located within Tarrant County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Tarrant County shall be negotiated between the Vendor and each governmental entity.
 - c) Tarrant County utilizes County Purchase Orders as its primary means of encumbering funds and pays for goods and services utilizing Vendor invoices. In the event Governmental Entities utilizing InterGovernmental Contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the Vendor to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the Vendor.
 - d) Vendor(s) awarded contract(s) resulting from bid will be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information should be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County.

ANNUAL CONTRACT FOR EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS
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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5. MINIMUM INSURANCE REQUIREMENTS:

- A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.
 - 1) Workers' Compensation/Employer's Liability
 - a. Worker's Compensation — statutory
 - b. Employer's Liability — \$500,000
 - 2) Commercial General Liability:
 - a. Bodily Injury/Personal Injury/Property Damage —
\$1,000,000 per occurrence/\$2,000,000 aggregate
 - 3) Auto Liability:
 - a. Combined Single Limit (CSL) — \$500,000 per occurrence
- 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.
 - 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 subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

ANNUAL CONTRACT FOR EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS
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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

6. CRIMINAL BACKGROUND CHECK:

- A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a 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 the Vendor's refusal to agree to these terms.
 3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in the termination of the contract.
 4. The Criminal Background Check applies to the individual and not the Company.
 5. Passing status must be maintained by Vendor personnel for duration of the contract.

7. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:

- A. The following is only applicable when Vendor is providing Information Technology hosted or cloud solution:
1. **Confidentiality, Integrity, Availability (CIA)**
Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.
 2. **Breach Notification**
Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.
 3. **Data**
All Tarrant County data will remain in the 48 contiguous United States at all times.

ANNUAL CONTRACT FOR EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS
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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. **Right to Audit**

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

8. **EXAMINATION OF EXISTING PREMISES:** It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based on the specifications, supplemented by the affecting conditions.
9. **RISK:** The work under this contract in every respect shall be at the risk of the Contractor until finished and accepted.
10. **EXECUTION, CORRECTION AND INTENT OF DOCUMENTS:** The intent of the contract documents, plans and specifications is to describe the complete work to be performed under such contract. Unless otherwise provided, it is also the intent of the plans and specifications and contract documents that the respective Contractor(s) shall furnish all materials, supplies, tools, equipment, machinery, labor and supervision necessary for the prosecution and completion of the work in full compliance with the proposal, plans, specification and other documents.
11. **LABOR:** Perform labor in a workmanlike manner by skilled mechanics of their respective trades.
12. **TIME OF COMPLETION:** Each Bidder shall state in his bid, in the space provided, the number of calendar days required from the date of receipt of "Notice to Proceed" to complete the work.
13. **WORKMEN'S SAFETY:** The Contractor shall meet all safety and health regulations required by the Occupational Safety and Health Administration, Department of Labor and all state regulations dealing with occupational safety.
14. **SALES TAX:** Contracts or subcontracts let on this project are exempt from the "Limited Sales Tax" of the State of Texas, and no provisions should be made in any bid for an amount to be used to pay such tax, either directly or indirectly.

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

15. MATERIAL SUBSTITUTION:

- A. Where several materials are specified by name for one use, select for use of those specified. Wherever item or class of material is specified exclusively by trade name, manufacturer's name or catalog reference, use only such item unless written approval for substitution is secured.
- B. The Specifications specify the quality of the materials to be used. The method of fabrication and incorporation into the building shall be governed by the best known practices in each of the respective trades.

16. CODE REQUIREMENTS: The rules and regulations, ordinances and laws governing the installation of the work and/or equipment shall be in accordance with all regulations and codes of the Federal, State, and Municipal departments having jurisdiction, the National Board of Fire Underwriters, Factory Mutual Insurance, and Texas Engineering and Fire Prevention Bureau, and the local utility companies which are in force at the time of the execution of the work.

17. PROTECTION: The Contractor shall provide and maintain all protections required by the governing laws, regulations, and ordinances. The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the Owner or to the work or materials installed and shall make good any loss, damage, or injury without cost to the owner.

18. INDEMNIFICATION: The Contractor agrees to fully indemnify and save whole and harmless the County of Tarrant from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, his agents, servants, and employees.

ANNUAL CONTRACT FOR EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS
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SPECIAL CONDITIONS

**TWCC Rule 110.110
Workers' Compensation Insurance Coverage**

A. Definitions:

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

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

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

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

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**TWCC Rule 110.110
Workers' Compensation Insurance Coverage**

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

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**TWCC Rule 110.110
Workers' Compensation Insurance Coverage**

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

ANNUAL CONTRACT FOR EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS
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Evaluation Criteria will include, but is not limited to the following:

1. Unit Price
2. Delivery
3. Bidder's past performance record with Tarrant County
4. Tarrant County's evaluation of Bidder's ability to perform
5. Tarrant County's experience with products bid
6. Special needs and requirements of Tarrant County
7. Vendor's staff size and experience
8. Results of Tarrant County's check of vendor's references
9. Warranty/Guarantees
10. Vendor's agreement to extend pricing under this contract to other governmental entities.

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

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

<p style="text-align: center;">ANNUAL CONTRACT FOR EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS</p>

SPECIFICATIONS

I. INTRODUCTION

- A. Tarrant County Transportation Department is seeking vendors to bid on an annual agreement for providing erosion control services, materials, hydromulch services, and installation at locations in the downtown and suburban areas of Tarrant County. All labor and materials are to be included for the following:
 - 1. Erosion Control Services
 - 2. Organic Erosion Control Services
 - 3. Hydromulch Services
 - 4. Topsoil
 - 5. Transition Mat
 - 6. Control Mat
- B. The primary vendor may be required to aid Tarrant County when requested, to determine combinations for Hydromulch or recommendations for new projects. Vendor will submit quote referencing RFP No. 2023-147 using awarded bid pricing.
- C. Tarrant County Precinct Locations. There are occasions where the delivery will not be at these exact locations, but around the Precincts.

PRECINCT 1

800 E RENDON CROWLEY RD
BURLESON, TX 76028

PRECINCT 2

1203 E MANSFIELD HWY
FORT WORTH, TX 76119

PRECINCT 3

7301 PRECINCT LINE
NORTH RICHLAND HILLS, TX 76182

PRECINCT 4

601 LONGHORN RD
FORT WORTH, TX 76179

II. SCOPE OF WORK

- A. Specifications for Section 1 must be in accordance with “Integrated Storm Water Management (ISWM) – Technical Manual” Construction Control Section as published by the North Central Texas Council of Governments (NCTCOG) or the most recent edition. Future references to this publication in these specifications will be to the Technical Manual. The ISWM Design Manual for Construction can be downloaded in Adobe Acrobat PDF format at the following internet address:
<http://iswm.nctcog.org>.

<p style="text-align: center;">ANNUAL CONTRACT FOR EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS</p>

Section 1: Erosion Control Services

- A. Bidder to provide and install specified items. Bidders must state the additional charges, if any, per LF if installation is to be performed by hand. All installations and material must be approved by the Texas Department of Transportation (TxDot) and the Technical Manual.
- Item 1: Silt fence, wire support with metal "T" post every six (6) feet by machine. Price per LF installed. Per Technical Manual.
- Item 1A: Silt fence, wire support with metal "T" post every six (6) feet by hand. Price per LF installed. Per Technical Manual.
- Item 1B: Same as Item 1. Materials delivered to site. Not installed.
- Item 2: Rock Berm, 20 ga. galvanized wire, 2" to 4" dia. rock. Price per LF installed. Per Technical Manual. Rock provided by vendor.
- Item 2A: Same as Item 2. Rock to be provided by Tarrant County.
- Item 3: Erosion Mat and Staple, Straw with double sided netting, include seasonal seeding. Price per SF installed. Per Technical Manual.
- Item 3A: Same as Item 3. Materials delivered to site. Not installed.
- Item 4: Erosion Mat and Staples, Excelsior Curlex with double sided netting, include seasonal seeding. Price per SF installed. Per Technical Manual.
- Item 4A: Same as Item 4. Materials delivered to site. Not installed.
- Item 5: Filter fabric inlet protection with 6 ga. wire with over flow capability, installed. Price per LF installed. Per Technical Manual.
- Item 6: Stabilized Construction Entrance. Price per SF installed. 4" to 6" diameter rock. Per Technical Manual.
- Item 7: Sediment Control Logs (SCL) (Straw), 9" diameter supported by post every four (4) feet. Price per LF installed. Per Technical Manual.
- Item 7A: Same as Item 7. Materials delivered to site. Not installed.
- Item 8: Sediment Control Logs (Straw), 12" diameter supported by post every four (4) feet. Price per LF installed. Per Technical Manual.
- Item 8A: Same as Item 8. Materials delivered to site. Not installed.
- Item 9: Erosion Mat and staples, 12 oz. Permanent Turf Reinforcement Mats (TRM) with double sided netting, include seasonal seeding. Price per SF. installed. Per Technical Manual.
- Item 9A: Same as Item 9. Materials delivered to site. Not installed.
- Item 10: Sediment Control Logs (Excelsior), 9" diameter supported by post every four (4) feet. Price per LF installed. Per Technical Manual.
- Item 10A: Same as Item 10. Materials delivered to site. Not installed.

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Section 1: Erosion Control Services, Continued

- Item 11: Sediment Control Logs (Excelsior), 12" diameter supported by post every four (4) feet. Price per LF installed. Per Technical Manual.
- Item 11A: Same as Item 11. Materials delivered to site. Not installed.

Section 2: Organic Erosion Control Services

- A. Successful Bidder to provide and install specified items. Compost must be TxDOT certified.
- B. Summer/Winter Blends shall be as follows:
1. Summer Blend: Bermuda/Millet – 40 lb. Bermuda/100 lb. Millet/Acre.
 2. Winter Blend: Rye/Wheat – 100 lb. Rye/100 lb. Wheat/Acre.

Item 1: Erosion Control Blankets (50% Compost / 50% Mulch). Pricing for all items in 1A through 1F should be priced per the square foot.

- 1A1 Depth 1" seeded with Summer Blend
- 1A2 Depth 1" seeded with Winter Blend
- 1B Depth 1" unseeded
- 1C1 Depth 2" seeded with Summer Blend
- 1C2 Depth 2" seeded with Winter Blend
- 1D Depth 2" unseeded
- 1E1 Depth 3" seeded with Summer Blend
- 1E2 Depth 3" seeded with Winter Blend
- 1F Depth 3" unseeded

Item 2: Erosion Control Mulch Blanket (100% Mulch). Pricing for all items in 2A through 2C should be priced per the square foot.

- 2A Depth 1" unseeded
- 2B Depth 2" unseeded
- 2C Depth 3" unseeded

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Section 2: Organic Erosion Control Services, Continued

- Item 3: Compost Filter Berms and Check Dams (50% Compost/50% Mulch). Pricing for all items in 3A through 3D should be priced per linear foot.
- 3A1 1 ft. high X 2 ft. wide seeded with Summer Blend
 - 3A2 1 ft. high X 2 ft. wide seeded with Winter Blend
 - 3B 1 ft. high X 2 ft. wide unseeded
- Item 4: Mulch Filter Berms and Check Dams (100% Mulch). Pricing for all items in 4A through 4B should be priced per linear foot.
- 4A 1 ft. high X 2 ft. wide unseeded
 - 4B 3 ft. high X 5 ft. wide unseeded
- Item 5: Compost Filter Tubes and Check Dams (50% Compost/50% Mulch). Pricing for all items in 5A through 5F should be priced per linear foot.
- 5A 8" diameter tube, no stakes
 - 5B 8" diameter tube with wood stakes at 6 ft. intervals
 - 5C 12" diameter tube, no stakes
 - 5D 12" diameter tube with wood stakes at 6 ft. intervals
 - 5E 18" diameter tube, no stakes
 - 5F 18" diameter tube with wood stake at 6 ft. intervals
- Item 6: Mulch Filter Tubes and Check Dams (100% Mulch). Pricing for all items in 6A through 6F should be priced per linear foot.
- 6A 8" diameter tube, no stakes
 - 6B 8" diameter tube with wood stakes at 6 ft. intervals
 - 6C 12" diameter tube, no stakes
 - 6D 12" diameter tube with wood stakes at 6 ft. intervals
 - 6E 18" diameter tube, no stakes
 - 6F 18" diameter tube with wood stakes at 6 ft. intervals
- Item 7: Install organic filter tube for curb inlet or area drop inlet. Protection must have over flow capability. Pricing for all items in 7A through 7B should be priced per linear foot.
- 7A 8" diameter, complete install
 - 7B 12" diameter, complete install

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Section 3: Hydromulch Services

- A. Section 3 is for vendor-provided Hydromulch Services. Tarrant County's exact Hydromulch services fluctuate yearly. These services will vary from project to project and may include applications not listed.
- B. Bidders are required to provide guarantee information on the Price Form. Normally, Tarrant County will provide watering.
- C. Pricing for water should not be included with pricing for Item 1 in Section 3. It is understood that watering may be required; however, due to the varied scenarios for water to be applied, pricing for watering will not be included. However, if watering requirements are needed, Tarrant County will request a quote from the awarded vendor.

Item 1: Hydromulch applied with the following mixture per 1,000 SF.

30 lbs. cellulose paper mulch

2 lbs. hulled Bermuda seed 95/85

10 lbs. homogenized fertilizer 13-13-13

Tackafier (Tac). Brand and quantity to be determined by vendor. Tac will be required to hold mixture together.

Pricing should be per SF.

Pricing for Item 1 should be based on good, level soil. Watering requirements should not be included in your pricing.

Item 2: Medium Slope, Hydraulically Applied, EFM Hydromulch. (PROFILE *Promatrix* or *approved equal*).

Minimum Functional Longevity: Twelve (12) months.

Typical Composition of this product would be as follows:

77% Wood Fiber

18% Wetting Agents

2.5% Biodegradable Interlocking Fibers

2.5% Mineral Activator

Composition range for offered product should stay within plus or minus 3% of stated percentages.

Pricing should be per SF.

Pricing for Item 2 should be based on good, level soil. Watering requirements should not be included in your pricing.

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- Item 3: Steep Slope, Hydraulically-Applied, EFM Hydromulch.
(PROFILE *Flexterra* or approved equal).
Minimum Functional Longevity: Eighteen (18) months.
Typical Composition of this product would be as follows:
80% Wood Fiber
10% Wetting Absorbents
5% Biodegradable Interlocking Fibers
5% Granules
Composition range for offered product should stay within plus or minus 3% of stated percentages.
Pricing should be per SF.
Pricing for Item 3 should be based on good, level soil. Watering requirements should not be included in your pricing.

Sections 4, 5 and 6. The following applies to Sections 4, 5 and 6 on the Price Forms.

A. Materials:

1. The materials bid for Sections 4, 5 and 6 must be compatible with a Bowie Victor 800 Hydromulcher.
2. The quantities for the purchase of materials are estimates only. These amounts should be considered when providing unit pricing:
 - a. Section 4, Fiber: 3,000, 50 pound bags
 - b. Section 5, Seed: 2,000, 50 pound bags
 - c. Section 6, Fertilizer: 1,000, 50 pound bags
3. If Tarrant County determines during the course of the contract that additional materials are required, it asks that you bid a percentage discount off list price. During the evaluation process, the County may require list prices for these materials for comparison purposes.

Section 7: Topsoil

- A. Topsoil shall be priced for delivery and pick-up.
- B. Topsoil shall be mechanically screened, sandy loam topsoil of natural, fertile, friable soils having textural classification silt or clay loam, possessing characteristics of soils, which produce heavy growth of crops, grass or other vegetation. Topsoil shall be free of rocks and foreign materials harmful to grading, maintenance operations, or plant growth.
- C. State minimum quantities per delivery if any, on the Price Form pages.

<p style="text-align: center;">ANNUAL CONTRACT FOR EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS</p>

Section 8: Transition Mat (TM)

- A. The Transition Mat shall be Scourstop manufactured for the purpose of permanent scour protection and erosion control in high stress or flow areas. The Transition Mat shall be made from 100% synthetic material (high density polyethylene) and contain no biodegradable or photodegradable components or materials. The Transition Mat shall maintain a minimum of 15% HDPE recycled content as measured by mass per unit area. The Transition Mat shall be a semi-rigid panel (4-feet X 4-feet) which provides impact resistance and high tensile strength (2,600 lbs./ft.).
- B. The Transition Mat shall be a dimensionally stable and resilient mat providing mechanical protection for soil covers that hold soil particles and sediment in place. The Transition Mat shall provide permanent, uniform adherence of the soil covers to the soil profile. It shall have 50% open space available for vegetative establishment.
- C. The Transition Mat shall be a semi-rigid mat that provides impact resistance and high tensile strength. When anchored the Transition Mat maintains intimate soil contact while providing a minimum of 40 lbs. of holding capacity per square foot to resist uplift forces due to high velocity.
- D. The Transition Mat shall be anchored with a minimum of eight (8) bullet tip earth anchors per panel and be driven to a minimum depth of 18". The anchors shall be attached via double lock washers that fully recess into the Transition Mat openings.
- E. The Transition Mat system will be placed over a soil cover, which may be sod, a 6 oz. non-woven needle punched geotextile, a 100% synthetic turf reinforcement mat or a combination of these materials. The designated soil cover system shall always be installed under the Transition Mats and should extend downstream of the Transition Mat panels the distance and width specified for each location in the plans.

Section 9: Control Mat (CM)

- A. The Control Mat shall be Tied-Concrete Block Erosion Control System. The Control Mat shall be made from 100% synthetic material and contain no biodegradable or photodegradable components or materials. The Control Mat should be available in varying sizes in order to accommodate different projects.
- B. The Control Mat concrete blocks shall be manufactured with concrete conforming to the cement requirements as ASTM C150 and to the aggregate requirements as ASTM C33. The Control Mat concrete blocks shall meet, at a minimum, compressive strength of 4,000 psi at 28 days. The Control Mat concrete blocks shall weigh, at a minimum, 3 lbs. per block. The Control Mat concrete blocks' dimensions should be 6.5" x 6.5" x 2.25" at a minimum.

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- C. The Control Mat shall be constructed of a high tenacity, low elongating, and continuous filament polypropylene fibers that is securely cast into and embedded within the base of the concrete blocks and obtains connection strength greater than that of the geogrid. The Control Mat shall, at a minimum, have UV Stabilization of 2% carbon Black and an Ultimate Tensile Strength of 2,000 pounds per foot.
- D. The Control Mat erosion control blanket (ECB) shall be composed of wood fibers, 80% of the Control Mat ECB fibers shall be a length of six (6) inches or greater, at a minimum. The Control Mat ECB shall be constructed to have an even distribution of thickness throughout the entire area of the blanket. The Control Mat ECB top and bottom shall be covered with polypropylene netting.
- E. Pricing for this product includes installation.

III. TERMS OF AWARD

- A. The term will be for one (1) year with two (2) one (1) year options for renewal. Prices must remain firm at the same fixed rate for the entire contract term.
- B. Award(s) will be made to the overall lowest bid that meet specifications, in order of primary, secondary, and alternate. Tarrant County reserves the right to make an award in the best interest of Tarrant County that represent the Best Value to Tarrant County. "Best Value" shall be interpreted as that which best support the overall needs of the County and end users in consideration of all appropriate factors which impact cost and performance. Tarrant County reserves the right to not award to secondary and/or alternate bidders.
- C. RFB will be awarded by Section. Bidder may bid one (1) or all Sections. To be considered for an award, bidder **must bid the entire section**. Failure to provide pricing for all items in one (1) Section may justify rejection of bid.
- D. Sub-contracting of labor **will not** be allowed. Any bid received containing subcontracted labor will be disqualified. In the event the awarded vendor provides subcontracted labor to meet the requirement of this RFB the County will consider such action as sufficient case for cancellation of the agreement.

IV. BID REQUIREMENTS

- A. Vendors should provide a minimum of three (3) references from companies for whom vendor has provided similar services in the last twelve (12) months as demonstration of contractor's prior experience. Include company name, address, phone number, contact person, a description of the services provided. Vendor is advised that if the contact person listed on the Vendor's Reference Form is unable to be reached during the evaluation, the listed experience may not be considered. Tarrant County prefers that references are located within the Fort Worth/Dallas Metroplex.
- B. Tarrant County reserves the right to add or delete services and locations as needed. Tarrant County will request a written quotation from the vendor for services not listed. Awarded vendor shall submit, in writing, a fair and reasonable

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price for the services requested based on current bid prices at the request of Tarrant County Transportation Management. If it is determined the quote is excessive, Tarrant County reserves the right to request quotations from additional sources. When providing any quotations, make sure to include **RFB No. 2023-147** on your quotation.

V. VENDOR REQUIREMENTS

- A. The successful bidder must maintain a staff adequate to complete all required services and deliveries within a single visit to the required location.

VI. INSPECTIONS

- A. Material and services shall be subject to Tarrant County's approval. Unsatisfactory materials and/or services shall be provided again at no expense to Tarrant County.

VII. RISK:

- A. The work under this contract in every respect will be at the risk of the Bidder until finished and accepted.
- B. Awarded vendors will be responsible for replacing, at no cost to Tarrant County, any damages incurred during completion of services or deliveries under this Request for Bid.

VIII. RESPONSIBILITIES / REQUIREMENTS

- A. Criminal Background Check:
 - 1. Vendor personnel who work on Tarrant County property must submit to and pass a Criminal Background Check. That status must be maintained by all vendor personnel entering Tarrant County buildings for the duration of the contract. There is no cost to the vendor.
 - 2. Vendor personnel entering Tarrant County Buildings will have a Background Check. If failed, employee cannot reapply for six (6) months.

IX. SAFETY

- A. Vendor must meet and comply with all safety and health regulations required by the Occupational Safety and Health Administration, Department of Labor and all State regulations dealing with occupational safety.
- B. It is the successful vendor or their representative's responsibility for the protection of all site facilities, equipment and personnel while on Tarrant County property.
- C. Personnel must be wearing a company uniform and/or have openly available company ID badge for identification. ID badge must be worn at all times when on Tarrant County property.

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X. NON-PERFORMANCE BY CONTRACTOR

1. Contractor may be suspended or terminated, by Tarrant County. Circumstances resulting in probation, suspension or termination may include, but is not limited to, any or all of the following:
 - a. Failure to meet and maintain quality or performance standards.
 - b. Failure to provide qualified personnel.
 - c. Failure to maintain required insurance coverage.
 - d. Failure to cure any deficiencies found.
2. Probation may be for thirty (30) days. Failure to satisfactorily cure any deficiency within that time may result in suspension of services or termination of contract. Under conditions of suspension/termination, the Contractor will not be entitled to damages or compensation beyond payment for goods and/or services already rendered through the end of the probation period and Tarrant County shall not be liable for any penalties, attorney's fees, costs, consequential or liquidated damages as a result of this action.

XI. ADDITIONAL CHARGES

- A. In the event where a Delivery Charge is applicable on the Price Form pages for a one (1) time trip charge, no additional or minimum charges can be added such as freight, travel, parking, fuel, tariff, etc. All charges to be inclusive in total pricing.

XII. INVOICING:

- A. Invoices must be dated for the month of service and will be sent to Tarrant County monthly. Annual billings will not be accepted.
- B. All invoices are to be sent to the Tarrant County Auditor's Office at:
SAP-Invoices@tarrantcounty.com
- C. All invoices must be dated for the same month the invoice is being submitted. All invoices must specify date of service and **must** include the purchase order number on each invoice for goods and/or services.
- D. The department/unit name and purchase order number must appear on the face of the invoice. Payment will be delayed until the deficiency is corrected.
- E. Invoices will be time/date stamped and will be forwarded to the appropriate Transportation Manager to complete the requisition.
- F. Priority **must** be given to correcting invoices, or providing the additional information, when contacted by Tarrant County Transportation Management. Reply shall be in a timely manner or within one (1) to two (2) days after a request has been made by Tarrant County Transportation Management.



TARRANT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

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

II. DEFINITIONS

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

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

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

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

III. POLICY GUIDELINES

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

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

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

IV. ADMINISTRATIVE GUIDELINES

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

510 Historically Underutilized Businesses Policy

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

**ANNUAL CONTRACT FOR
EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS**

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 BID.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

Indicate all that apply:

- _____ Minority-Owned Business Enterprise
- _____ Women-Owned Business Enterprise
- _____ Disadvantaged Business Enterprise

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.

**ANNUAL CONTRACT FOR
EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS**

REFERENCES

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

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

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

REFERENCE ONE

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

REFERENCE TWO

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

REFERENCES MUST BE RETURNED WITH BID!

**ANNUAL CONTRACT FOR
EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS**

REFERENCES

REFERENCE THREE

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

REFERENCES MUST BE RETURNED WITH BID!

**ANNUAL CONTRACT FOR
EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS**

SIGNATURE FORM

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

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

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

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

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

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

Signature _____ **X**
Authorized Representative

 Legal Name of Company

 Date

 Street Address

 Printed Name of Authorized Representative

 City, State and Zip

 Title of Authorized Representative

 Telephone Number

 Fax Number

 E-Mail Address

AFTER HOURS EMERGENCY CONTACT:

Name: _____

Tel. No. _____

THIS FORM MUST BE SIGNED.

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



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

**ANNUAL CONTRACT FOR
EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS**

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: _____

**ANNUAL CONTRACT FOR
EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS**

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 87th 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 87th 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).

**ANNUAL CONTRACT FOR
EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS**

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 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 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 ONE (1) COPY MUST BE RETURNED WITH BID!

**ANNUAL CONTRACT FOR
EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS**

AFFIRMATIONS/FORMS/DOCUMENTS

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

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

**ANNUAL CONTRACT FOR
EROSION CONTROL, HYDROMULCH SERVICES, AND MATERIALS**

NO-BID RESPONSE

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

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

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to:

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

ANNUAL CONTRACT FOR EROSION CONTROL AND HYDRO-MULCH SERVICES AND MATERIALS

PRICE FORM

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
<u>Section 1: Erosion Control Services:</u>					
1.	Silt Fence, machine installed	2,000	LF	\$ _____	\$ _____
1A.	Silt Fence, by hand installed	500	LF	\$ _____	\$ _____
1B.	Materials for Item #1, not installed	250	LF	\$ _____	\$ _____
2.	Rock Berm Installed with rock provided by Vendor	1,000	LF	\$ _____	\$ _____
2A.	Rock Berm Installed with rock provided by Tarrant County	2,000	LF	\$ _____	\$ _____
3.	Erosion Mat and Straw Staples, Installed	5,000	SF	\$ _____	\$ _____
3A.	Materials for Item #4, not installed	500	SF	\$ _____	\$ _____
4.	Erosion Mat, Excelsior Curlex, installed	5,000	SF	\$ _____	\$ _____
4A.	Materials for Item #4, not installed	500	SF	\$ _____	\$ _____
5.	Filter Fabric, 6 ga. Wire, installed	100	LF	\$ _____	\$ _____
6.	Stabilized Construction Entrance, installed	1,000	SF	\$ _____	\$ _____
7.	Sediment Control Log (SCL) (Straw), 9" diameter, installed	1,000	LF	\$ _____	\$ _____

The Original and One (1) Copy of this Form Must be Returned with Bid!

ANNUAL CONTRACT FOR EROSION CONTROL AND HYDRO-MULCH SERVICES AND MATERIALS

PRICE FORM

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
<u>Section 1: Erosion Control Services, Continued:</u>					
7A.	Materials for Item #7, not installed	100	LF	\$ _____	\$ _____
8.	Sediment Control Log (SCL) (Straw), 12" diameter, installed	2,000	LF	\$ _____	\$ _____
8A.	Materials for Item #8, not installed	500	LF	\$ _____	\$ _____
9.	Erosion Mat, 12 oz. Permanent Turf Reinforcement Mat (TRM), installed	3,000	SF	\$ _____	\$ _____
9A.	Materials for Item #9, not installed	300	SF	\$ _____	\$ _____
10.	Sediment Control Log (Excelsior), 9" diameter, installed	1,000	LF	\$ _____	\$ _____
10A.	Materials for Item #10, not installed	100	LF	\$ _____	\$ _____
11.	Sediment Control Log (Excelsior), 12" diameter, installed	2,000	LF	\$ _____	\$ _____
11A.	Materials for Item #11, not installed	500	LF	\$ _____	\$ _____
TOTAL AMOUNT OF BID FOR SECTION 1:					\$ _____

The Original and One (1) Copy of this Form Must be Returned with Bid!

ANNUAL CONTRACT FOR EROSION CONTROL AND HYDRO-MULCH SERVICES AND MATERIALS

PRICE FORM

ITEM NO.	DESCRIPTION
	<p><u>Section 1: Erosion Control Services:</u></p> <p>Delivery Charge, if applicable: \$ _____</p> <p>Normal Delivery Time: _____ Days</p> <p>Expedited Delivery Time: _____ Days</p> <p>Expedited Delivery Cost, if requested: \$ _____</p> <p>All logistics costs, i.e., freight, travel, parking, fuel, tariff and materials are to be included in final pricing. No additional charges will be accepted.</p>

The Original and One (1) Copy of this Form Must be Returned with Bid!

ANNUAL CONTRACT FOR EROSION CONTROL AND HYDRO-MULCH SERVICES AND MATERIALS

PRICE FORM

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
<u>Section 2: Organic Erosion Control Services</u>					
1A1.	Erosion Control Blanket, 1" seeded; installed; Summer Blend	1	SF	\$ _____	\$ _____
1A2.	Erosion Control Blanket, 1" seeded; installed; Winter Blend	1	SF	\$ _____	\$ _____
1B.	Erosion Control Blanket, 1" unseeded; installed	1	SF	\$ _____	\$ _____
1C1.	Erosion Control Blanket, 2" seeded; installed; Summer Blend	1	SF	\$ _____	\$ _____
1C2.	Erosion Control Blanket, 2" seeded; installed; Winter Blend	1	SF	\$ _____	\$ _____
1D.	Erosion Control Blanket, 2" unseeded; installed	1	SF	\$ _____	\$ _____
1E1.	Erosion Control Blanket, 3" seeded; installed; Summer Blend	1	SF	\$ _____	\$ _____
1E2.	Erosion Control Blanket, 3" seeded; installed; Winter Blend	1	SF	\$ _____	\$ _____
1F.	Erosion Control Blanket, 3" unseeded; installed	1	SF	\$ _____	\$ _____
2A.	Erosion Control Mulch Blanket, 1" unseeded; installed	1	SF	\$ _____	\$ _____
2B.	Erosion Control Mulch Blanket, 2" unseeded; installed	1	SF	\$ _____	\$ _____
2C.	Erosion Control Mulch Blanket, 3" unseeded; installed	1	SF	\$ _____	\$ _____

The Original and One (1) Copy of this Form Must be Returned with Bid!

ANNUAL CONTRACT FOR EROSION CONTROL AND HYDRO-MULCH SERVICES AND MATERIALS

PRICE FORM

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
<u>Section 2: Organic Erosion Control Services, Continued</u>					
3A1.	Compost Filter Berms/Check Dams 1 ft. x 2 ft. seeded; installed; Summer Blend	1	LF	\$ _____	\$ _____
3A2.	Compost Filter Berms/Check Dams 1 ft. x 2 ft. seeded; installed; Winter Blend	1	LF	\$ _____	\$ _____
3B.	Compost Filter Berms/Check Dams 1 ft. x 2 ft. unseeded; installed	1	LF	\$ _____	\$ _____
3C1.	Compost Filter Berms/Check Dams 3 ft. x 5 ft. seeded; installed; Summer Blend	1	LF	\$ _____	\$ _____
3C2.	Compost Filter Berms/Check Dams 3 ft. x 5 ft. seeded; installed; Winter Blend	1	LF	\$ _____	\$ _____
3D.	Compost Filter Berms/Check Dams 3 ft. x 5 ft. unseeded; installed	1	LF	\$ _____	\$ _____
4A.	Mulch Filter Berms/Check Dams 1 ft. x 2 ft. unseeded; installed	1	LF	\$ _____	\$ _____
4B.	Mulch Filter Berms/Check Dams 3 ft. x 5 ft. unseeded; installed	1	LF	\$ _____	\$ _____
5A.	Compost, Filter Tubes/Check Dams 8" Dia., no stakes; installed	1	LF	\$ _____	\$ _____

The Original and One (1) Copy of this Form Must be Returned with Bid!

ANNUAL CONTRACT FOR EROSION CONTROL AND HYDRO-MULCH SERVICES AND MATERIALS

PRICE FORM

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
<u>Section 2: Organic Erosion Control Services, Continued</u>					
5B.	Compost, Filter Tubes/Check Dams 8" Dia., with stakes; installed	1	LF	\$ _____	\$ _____
5C.	Compost, Filter Tubes/Check Dams 12" Dia., no stakes; installed	1	LF	\$ _____	\$ _____
5D.	Compost, Filter Tubes/Check Dams 12" Dia., with stakes; installed	1	LF	\$ _____	\$ _____
5E.	Compost, Filter Tubes/Check Dams 18" Dia., no stakes; installed	1	LF	\$ _____	\$ _____
5F.	Compost, Filter Tubes/Check Dams 18" Dia., with stakes; installed	1	LF	\$ _____	\$ _____
6A.	Mulch Filter Tubes/Check Dams 8" Dia., no stakes; installed	1	LF	\$ _____	\$ _____
6B.	Mulch Filter Tubes/Check Dams 8" Dia., with stakes; installed	1	LF	\$ _____	\$ _____
6C.	Mulch Filter Tubes/Check Dams 12" Dia., no stakes; installed	1	LF	\$ _____	\$ _____
6D.	Mulch Filter Tubes/Check Dams 12" Dia., with stakes; installed	1	LF	\$ _____	\$ _____
6E.	Mulch Filter Tubes/Check Dams 18" Dia., no stakes; installed	1	LF	\$ _____	\$ _____
6F.	Mulch Filter Tubes/Check Dams 18" Dia., with stakes; installed	1	LF	\$ _____	\$ _____

The Original and One (1) Copy of this Form Must be Returned with Bid!

ANNUAL CONTRACT FOR EROSION CONTROL AND HYDRO-MULCH SERVICES AND MATERIALS

PRICE FORM

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
<u>Section 2: Organic Erosion Control Services, Continued</u>					
7A.	Install Organic Filter Tube, 8" Dia.	1	LF	\$ _____	\$ _____
7B.	Install Organic Filter Tube, 12" Dia.	1	LF	\$ _____	\$ _____
TOTAL AMOUNT OF BID FOR SECTION 2:					\$ _____

The Original and One (1) Copy of this Form Must be Returned with Bid!

ANNUAL CONTRACT FOR EROSION CONTROL AND HYDRO-MULCH SERVICES AND MATERIALS

PRICE FORM

ITEM NO.	DESCRIPTION
	<p><u>Section 2: Organic Erosion Control Services, Continued:</u></p> <p>Delivery Charge, if applicable: \$_____</p> <p>Normal Delivery Time: _____ Days</p> <p>Expedited Delivery Time: _____ Days</p> <p>Expedited Delivery Cost, if requested: \$_____</p> <p>All logistics costs, i.e., freight, travel, parking, fuel, tariff and materials are to be included in final pricing. No additional charges will be accepted.</p>

The Original and One (1) Copy of this Form Must be Returned with Bid!

ANNUAL CONTRACT FOR EROSION CONTROL AND HYDRO-MULCH SERVICES AND MATERIALS

PRICE FORM

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
<u>Section 3: Hydromulch Services:</u>					
1.	Hydromulch Application per specifications, per SF, installed Reference Item 1, Page 25	1,000	SF	\$ _____	\$ _____
2.	Medium Slope, Hydraulically-Applied, EFM Hydromulch Brand/Model: _____ <i>(Profile Promatrix or approved equal)</i> Reference Item 2, page 25	1,000	SF	\$ _____	\$ _____
3.	Steep Slope, Hydraulically-Applied, EFM Hydromulch, installed Brand/Model: _____ <i>(Profile Flexterra or approved equal)</i> Reference Item 3, page 26	2,000	SF	\$ _____	\$ _____
TOTAL AMOUNT OF BID FOR SECTION 3:					\$ _____

The Original and One (1) Copy of this Form Must be Returned with Bid!

ANNUAL CONTRACT FOR EROSION CONTROL AND HYDRO-MULCH SERVICES AND MATERIALS

PRICE FORM

ITEM NO.	DESCRIPTION
	<p><u>Section 3: Hydromulch Services, Continued:</u></p> <p>Delivery Charge, if applicable: \$ _____</p> <p>Normal Delivery Time: _____ Days</p> <p>Expedited Delivery Time: _____ Days</p> <p>Expedited Delivery Cost, if requested: \$ _____</p> <p>Warranty or Guarantee:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>All logistics costs, i.e., freight, travel, parking, fuel, tariff and materials are to be included in final pricing. No additional charges will be accepted.</p>

The Original and One (1) Copy of this Form Must be Returned with Bid!

ANNUAL CONTRACT FOR EROSION CONTROL AND HYDROMULCH SERVICES AND MATERIALS

PRICE FORM

ITEM NO.	DESCRIPTION	BAG SIZE IN POUNDS	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
<u>Section 4: Fiber</u>					
1.	100% Pure Wood Mulch	50 Pounds	3,000 lbs.	\$ _____	\$ _____
2.	Wood with Tac	50 Pounds	3,000 lbs.	\$ _____	\$ _____
3.	Hydro Blanket	50 Pounds	3,000 lbs.	\$ _____	\$ _____
4.	Wood Cellulose Fiber	50 Pounds	3,000 lbs.	\$ _____	\$ _____
5.	Guar Tacking Agent	50 Pounds	3,000 lbs.	\$ _____	\$ _____
TOTAL AMOUNT OF BID FOR SECTION 4:					\$ _____
 Note: Pricing for this section should be based on quantity of one (1) 50-pound bag.					
 All logistics costs i.e., freight, travel, parking, fuel, tariff and materials are to be included in final pricing. No additional charges will be accepted.					

The Original and One (1) Copy of this Form Must be Returned with Bid!

ANNUAL CONTRACT FOR EROSION CONTROL AND HYDROMULCH SERVICES AND MATERIALS

PRICE FORM

ITEM NO.	DESCRIPTION
	<p><u>Section 4: Fiber, Continued:</u></p> <p>Delivery Charge, if applicable: \$ _____</p> <p>Normal Delivery Time: _____ Days</p> <p>Expedited Delivery Time: _____ Days</p> <p>Expedited Delivery Cost, if requested: \$ _____</p> <p>All logistics costs, i.e., freight, travel, parking, fuel, tariff and materials are to be included in final pricing. No additional charges will be accepted.</p>

The Original and One (1) Copy of this Form Must be Returned with Bid!

ANNUAL CONTRACT FOR EROSION CONTROL AND HYDROMULCH SERVICES AND MATERIALS

PRICE FORM

ITEM NO.	DESCRIPTION	BAG SIZE IN POUNDS	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
<u>Section 5: Seed</u>					
1.	Hulled Bermuda 95/85	50 Pounds	2,000 lbs.	\$ _____	\$ _____
2.	Unhulled Bermuda 95/85	50 Pounds	2,000 lbs.	\$ _____	\$ _____
3.	Annual Rye Grass 95/85	50 Pounds	2,000 lbs.	\$ _____	\$ _____
4.	Winter Wheat 95/85	50 Pounds	2,000 lbs.	\$ _____	\$ _____
TOTAL AMOUNT OF BID FOR SECTION 5:					\$ _____
 Note: Pricing for this section should be based on quantity of one (1) 50-pound bag.					

The Original and One (1) Copy of this Form Must be Returned with Bid!

ANNUAL CONTRACT FOR EROSION CONTROL AND HYDROMULCH SERVICES AND MATERIALS

PRICE FORM

ITEM NO.	DESCRIPTION
	<p><u>Section 5: Seed, Continued:</u></p> <p>Delivery Charge, if applicable: \$ _____</p> <p>Normal Delivery Time: _____ Days</p> <p>Expedited Delivery Time: _____ Days</p> <p>Expedited Delivery Cost, if requested: \$ _____</p> <p>All logistics costs, i.e., freight, travel, parking, fuel, tariff and materials are to be included in final pricing. No additional charges will be accepted.</p>

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ANNUAL CONTRACT FOR EROSION CONTROL AND HYDROMULCH SERVICES AND MATERIALS

PRICE FORM

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
<u>Section 6: Fertilizer</u>				
1.	Water Soluble Fertilizer, 16/45/7	2.5 Gallons	Per 2.5 Gallon	\$ _____ \$ _____
2.	Homogenized Fertilizer, 13/13/13	50 Pounds	1,000 lbs.	\$ _____ \$ _____
TOTAL AMOUNT OF BID FOR SECTION 6:				\$ _____
Delivery charge (if applicable): \$ _____				
Normal Delivery Time: _____ Days				
Expedited Delivery Time: _____ Days				
Expedited Delivery Cost, if requested: \$ _____				
<u>Training:</u> Telephone \$ _____ 1 hour				
On-Site Visit \$ _____ 1 visit				
All logistics costs i.e., freight, travel, parking, fuel, tariff and materials are to be included in final pricing. No additional charges will be accepted.				

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PRICE FORM

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
<u>Section 7: Top Soil</u>					
1.	Topsoil, delivered	1	CY	\$ _____	\$ _____
	Minimum quantity per delivery: _____ CY				
2.	Topsoil, picked-up	1	CY	\$ _____	\$ _____
	Minimum quantity per pick-up: _____				
TOTAL AMOUNT OF BID FOR SECTION 7:					\$ _____
Delivery Charge. If applicable: \$ _____					
Normal Delivery Time: _____ Days					
Expedited Delivery Time: _____ Days					
Expedited Delivery Cost, if requested: \$ _____					
All logistics costs, i.e., freight, travel, parking, fuel, tariff and materials are to be included in final pricing. No additional charges will be accepted.					

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PRICE FORM

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
Section 8: Transition Mat (TM):					
1.	TM (4-feet X 4-feet panel), 8 anchors, installed.		Panel of 15	\$ _____	\$ _____
	Minimum quantity per delivery: _____				
	TOTAL AMOUNT OF BID FOR SECTION 8:				\$ _____
	Delivery charge, if applicable: \$ _____				
	Normal Delivery Time: _____ Days				
	Expedited Delivery Time: _____ Days				
	Expedited Delivery Cost, if requested: \$ _____				
	All logistics costs i.e., freight, travel, parking, fuel, tariff and materials are to be included in final pricing. No additional charges will be accepted.				

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PRICE FORM

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
<u>Section 9: Control Mat (CM):</u>					
1.	Roll of 1-foot x 50-feet, installed Brand Model: _____ <i>(Motz Enterprise Flexamat or approved equal)</i> Minimum quantity per delivery: _____/Rolls	1	Roll of 2	\$ _____	\$ _____
2.	Roll of 10-foot x 50-feet, delivered Brand Model: _____ <i>(Motz Enterprise Flexamat or approved equal)</i> Minimum quantity per delivery: _____/Rolls	1	Roll of 2	\$ _____	\$ _____
TOTAL AMOUNT OF BID FOR SECTION 9:					\$ _____
<p>All logistics costs i.e., freight, travel, parking, fuel, tariff and materials are to be included in final pricing. No additional charge will be accepted.</p>					

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ANNUAL CONTRACT FOR EROSION CONTROL AND HYDROMULCH SERVICES AND MATERIALS

PRICE FORM

ITEM NO.	DESCRIPTION
	<p><u>Section 9: Control Mat (CM), Continued:</u></p> <p>Delivery Charge, if applicable: \$ _____</p> <p>Normal Delivery Time: _____ Days</p> <p>Expedited Delivery Time: _____ Days</p> <p>Expedited Delivery Cost, if requested: \$ _____</p> <p>All logistics costs i.e., freight, travel, parking, fuel, tariff and materials are to be included in final pricing. No additional charges will be accepted</p>

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