



# *Policies and Procedures*

Tarrant County  
PURCHASING

February 25, 2020

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## **INTRODUCTION**

The Tarrant County Purchasing Department is a member of the administrative services team of Tarrant County. The County Purchasing Agent is charged with the responsibility of assuring fair and equitable treatment to all vendors without regard to political pressure or discrimination based on race, color, religion, national origin, handicap, or sex.

It is the duty of this department to furnish supplies, equipment, and services to the various departments and elected officials in the required quality and quantity, at the best possible price. Tarrant County Purchasing also holds the responsibility of providing County taxpayers with concise information about methods by which their money is expended.

These tasks are accomplished by standardization and competitive bidding based on adequate specifications, whenever practicable.

In addition, the Purchasing Agent serves as the County's Disadvantaged Business Enterprise (DBE) Officer and is active in certification efforts locally.

To assist the Purchasing Agent, an assistant and a professional staff that includes Senior Contracts Administrators, Senior Buyers, Buyers, a Purchasing Software Specialist, and a top-notch Administrative staff has been assembled. In addition to solicitation of formal sealed bids, requests for proposals, requests for offers, requests for qualifications, and quotations, this team is responsible for the following:

1. Auctions of Surplus Property
2. Cooperative Purchasing Agreements
3. Physical Inventory of Fixed Assets
4. Maintaining Surplus Property Warehouse
5. Maintaining all vehicle/equipment titles
6. DBE Program
7. Maintaining current insurance and coordinate with Risk Management

This manual contains the authorized procedures for purchasing by County officials and employees. These procedures are adopted by the Tarrant County Commissioners Court, and changes in the contents of this manual shall be made only by the Commissioners Court.

Texas Local Government Code Chapter 262 governs county purchasing procedures and these statutes, including interpretations of them made by Texas Courts, are the ultimate authority on the validity of purchasing procedures. Because the procedures described in this manual are based on State law, this manual, in many instances, contains language taken directly from statutes. Paraphrases of and broad generalizations about Texas statutory law have been included where appropriate to assist in applying the law in routine situations. This manual cannot address every situation and, when an unusual situation occurs or a difficult legal problem arises, the exact statutory language must be reviewed and analyzed. In every situation, the final authority for County purchasing procedures is the Commissioners Court.

This manual has been adopted by the Commissioners Court for the use of Tarrant County employees and officials and is designed to assist them in complying with the laws governing County purchasing procedures.

The Purchasing Department is committed to promoting effective, professional, and consistent procurement in Tarrant County as well as supporting the public precept that tax dollars be wisely spent.

A purchasing manual should not be viewed as static since purchasing procedures in Tarrant County will change as needed.

## DEFINITIONS OF TERMS

Advertisement or Advertise – A public legal notice put in a newspaper of general circulation containing information about a Request for Bid or a Request for Proposal as described in Texas Local Government Code 262.025. .

Addendum – A document used to change the terms or conditions of a Solicitation.

Annual Term Contract – A recurring contract for goods or services, usually in effect for a 12-month period.

Auditor – Tarrant County Auditor and the designated representatives.

BAFO – Best and Final Offer.

Debarment – Based on conviction, civil judgments or fact base cases involving environmental crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, non-performance or false statements as well as other causes. The imposition of a debarment period is for a set period of time decided on a case by case basis.

Bidders List – A computerized database of vendors who have signified in writing an interest in submitting bids for particular categories of goods and services.

### BONDS

Bid Bond – A guarantee that promises the bid will not be withdrawn prior to contract award. Normally it is five percent (5%) of the highest amount bid and is in the form of a financial guarantee provided by a surety; however, it can be cashiers or certified checks. Bonds of unsuccessful bids are returned after award. Bond of successful bidder is retained until the contract is executed and any necessary payment/performance bonds are submitted and accepted. If the successful bidder refuses to execute the contract or submit proper payment and performance bonds, then the bid bond is “called” for the difference between their bid and that of the next low responsive responsible bidder, up to the penal amount of five percent (5%) of the bond.

Payment Bond – A guarantee that promises payment to subcontractors and suppliers on a contract during performance. It must be submitted prior to any work. It is normally one hundred percent (100%) of the contract price and is in the form of a financial guarantee provided by a surety, but can be cashiers or certified check. It is normally maintained until expiration of any required warranty. If the contractor fails to pay subcontractors and suppliers, then the payment bond is “called” for the amount of non-payment.

Performance Bond – A guarantee that promises that the contract will be performed as required. It must be submitted prior to any work. Normally it is one hundred percent (100%) of the contract price and is in the form of a financial guarantee provided by a surety, but can be cashiers or certified checks. It is normally maintained until expiration of any required warranty. If the contractor fails to perform and complete the contract as required, then the performance bond is “called” for the amount required to complete the contract. A surety that provides a bond may be permitted to “take over” a failed or defaulted contract.

Change Order – A written alternation that is used to modify or amend a contract or purchase order.

Commissioners Court – Tarrant County Commissioners Court.

Competitive Bidding – The process of inviting and obtaining bids from competing suppliers, by which an award is made to the lowest responsive bid from a responsible bidder meeting written specifications.

Competitive Proposal Process – Allowing available vendors compete with each other to provide goods and services in compliance with Texas Local Government Code Chapter 262.

Component Purchases – Purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase..

Contract – A formal written agreement executed by the County and a vendor containing the terms and conditions under which goods and services are to be furnished to the County. A contract, when properly signed by the authorized County representatives, is a commitment for County funds.

Cooperative Purchasing Program – A program providing interlocal agreements that allow other government jurisdictions and districts to obtain goods at competitive prices

County – Tarrant County, Texas.

Customers – The County departments.

Department – All district, County, and precinct offices and subdivisions of them, when the purchases are funded even partially with County funds.

Designee – Individual Purchasing Department employee given the authority as an additional agent to the Purchasing Agent to perform County business.

Disadvantaged Business Enterprise (DBE) – A business enterprise of which at least fifty-one percent (51%) is owned and the management and daily business operations are controlled by one or more persons who 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.

Emergency Purchase – A purchase that is needed because of an emergency condition as described in Texas Local Government Code Section 262.024(a)(1).

Employee – Any County, precinct elected official, appointed official, or employee and any district elected official, appointed official, or employee when the purchase will be partially funded with County money.

Executive Manager – Any person authorized to act on behalf of a County department.

Fixed Assets – Physical assets such as property (i.e., public or real), plant and equipment.

Formal Competitive Bidding – The bidding process in compliance with Texas Local Government Code Section 262.023, which requires approval by the Commissioners Court.

Goods – Anything purchased other than services or real property. Objects that can satisfy people's needs.

Items Less Than \$50,000 – Purchases of goods and services that are accounted for in the County Commodity Code Inquiry listing, and purchases of goods and services from a single vendor in a single purchase as defined in the County Purchasing Act.

Lease – A contract for the use of personal property for a period of time for a specified compensation.

Lowest Responsible Bid – The offer from the responsible bidder who submits the lowest and best bid meeting all requirements of the specifications, terms, and conditions of the request for bid. It expressly is understood that the lowest responsible bid includes any related costs to the County in a total cost concept. The term "responsible" refers to the financial and practical ability of the bidder to perform the contract and takes into consideration the past performance of the vendor.

Material Group – A means of classifying goods and services with a unique group number assigned to each description.

Material Master Record – Provides a unique number for each material maintained in the SAP database (not all ordered materials are maintained in SAP).

Modification – A written alternation to a provision of any contract accomplished by mutual agreement of the parties to the contract.

Occupant Department – The department that will use the goods and services when the purchase or construction is completed, which may be different from the user department.

Official – Any elected or appointed official and any person authorized to act on their behalf.

Pre-Bid/Proposal Conference – A conference conducted by the Purchasing Department for the benefit of those wishing to submit a bid or proposal for services/supplies required by the County. This is held in order to allow bidders/proposers to ask questions about the proposed contract and particularly the contract specifications.

Professional Services – Services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training, or direct assistance as described under Texas Government Code 2254.002.

Prompt Payment Act – Texas Government Code 2251.021(b) TIME FOR PAYMENT BY GOVERNMENTAL ENTITY, states a payment by a governmental entity under a contract executed on or after September 1, 1987, is overdue on the 31<sup>st</sup> day after the later of: (1) the date the governmental entity receives the goods under the contract; (2) the date the performance of the services under the contract is completed; or (3) the date the governmental entity receives an invoice for the goods or services.

Proprietary Information – Information in bids or proposals to which the vendor claims ownership or exclusive rights and which is protected from disclosure under the Texas Public Information Act (Texas Local Government Code, Chapter 552 ).

Purchase Order – A purchaser's written document to a supplier formalizing all the terms and conditions of a proposed transaction, such as a description of the requested items, cost of items being purchased, delivery schedule, terms of payment, and transportation.

Purchasing – The act, function, and responsibility for the acquisition of goods or services, including construction and professional services.

Purchasing Agent – **County purchasing agents** are appointed officials who hold a two-year term of appointment that is made by a board **defined** by State law and responsible for all purchases of the County as authorized by State law.

Purchase Requisition – A department request authorizing the Purchasing Department to enter into a contract to purchase goods or services and charge the expenditure to the appropriate department budget. This automated form is for internal use and cannot be used by a department to order material directly from a vendor.

Purchasing Act – Chapter 262, Subchapter C of the Texas Local Government Code that governs the conduct of purchasing activity for counties.

Purchasing Agent – An appointed official for the County responsible for all purchases of the County as authorized by State law.

Purchasing Board – A board comprised of three (3) District Judges and two (2) County Commissioners who are responsible for appointing the Purchasing Agent and approving the department's budget.

Purchasing Department – Tarrant County Purchasing Department and its staff.

Quote – An informal purchasing process which solicits pricing information from several sources.

Request for Bid or RFB – Specifications and formal bidding documents requesting pricing for a specified good and service that has been advertised for bid in a newspaper.

Request for Information or RFI – A general request to contractors for information for a potential future solicitation which is used as a research and information gathering tool for preparation of specifications and requirements. Must be issued by the Purchasing Department.

Request for Offer or RFO – A process for soliciting offers from three (3) catalog vendors authorized by the General Services Commission pursuant to Texas Government Code, Chapter 2157, and negotiating with them for the best value and purchase in the best interests of Tarrant County.

Request for Proposals or RFP – A document requesting an offer be made by a vendor, which allows for negotiation after a proposal has been received, but before the award of the contract for goods or services procured in compliance with Texas Local Government Code, Section 262.0295 or 262.030.

Request for Qualifications or RFQ – A document that requests details about the qualifications of professionals whose services must be obtained in compliance with the Professional Services Procurement Act in compliance with Texas Local Government Code 2254.



**Request for Quotation (RFQ)** - Purchasing method generally used for small orders under a certain dollar threshold. A request is sent to suppliers along with a description of the commodity or services needed and the supplier is asked to respond with price and other information by a predetermined date. Evaluation and recommendation for the award should be based on the quotation that best meets price, quality, delivery, service, past performance, and reliability.

**Request for Services or RFS** – A document that requests information about qualifications and details of service to be provided, and costs for services that the Commissioners Court orders exempt in compliance with Texas Local Government Code, Section 262.024(a)(4).

**Requisition** – An internal document by which a using agency sends details of supplies, services, or materials required to the purchasing department.

**Requisitioner** – Anyone who initiates a request for goods or services.

**SAP** – Tarrant County Enterprise Management System that includes the Purchasing module.

**Sealed Bids** – Competitive bids required to be advertised in a newspaper and submitted to the Purchasing Department in a sealed envelope.

**Separate Purchases** – Purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase.

**Sequential Purchases** – Purchases, made over a period, of items that in normal purchasing practices would be purchased in one purchase.

**Services** – Includes all work or labor performed for the County on an independent contractor basis, including maintenance, construction, manual, clerical, personal, or professional services.

**Sole Source**– A good or service that can be obtained from only one (1) source that is purchased in compliance with the Texas Local Government Code, Section 262.024(a)(7).

**Solicitation** – A document—such as an invitation to bid, request for proposal, request for offers, or request for qualifications—issued by the Purchasing Department. This document contains terms and conditions for a contract, and it seeks (solicits) a bid or proposal for goods and services needed by the County.

**Specifications** – A precise description of the physical characteristics, quality, or desired outcomes of a commodity to be procured, which a supplier must be able to produce or deliver to be considered for award of a contract.

**Suspension** – May be based on indictments, information or adequate evidence involving environmental crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, non-performance or false statements. This is a temporary action which may last up to one (1) year and is effective immediately.

**User Department** – The department from whose budget line item from which the contract is paid.

**Vendor** – A person or entity that provides good and services.

## **Section 1**

### **STATEMENT OF GENERAL POLICY**

It is the policy of Tarrant County that all purchasing shall be conducted strictly based on economic and business merit in accordance with both State and Federal law. The Purchasing Department will:

1. Provide the best service possible to all County departments in a fair and equitable manner;
2. Ensure an atmosphere of equality to all vendors without regard to undue influence or political pressure;
3. Protect the interests of the Tarrant County taxpayers in all expenditures.

Tarrant County intends to maintain a cost-effective purchasing system conforming to good management practices. The establishment and maintenance of a good purchasing system are possible only through a cooperative effort.

The responsibility of purchasing ultimately rests with the Commissioners Court. The Purchasing Agent, as an agent of the Commissioners Court, aids in the purchasing process, but is subject to the Court's direction as to reasonable specifications and maximum prices on the items to be purchased. The Purchasing Agent, as authorized by the Commissioners Court, shall instruct departments and agencies as to the various rules and procedures needed to fulfill the Purchasing Agent's duties.

## Section 2

### **PURCHASING CODE OF ETHICS POLICY**

It is the policy of Tarrant County that the following ethical principles will govern the conduct of every employee involved directly or indirectly in the County procurement process.

#### **RESPONSIBILITY TO COUNTY**

Employees will avoid any activities that would compromise or give the perception of compromising the best interests of Tarrant County. Employees will not use confidential proprietary information for actual or anticipated personal gain.

#### **CONFLICT OF INTEREST**

Employees will avoid any activity that would create a conflict between personal interests and the interests of Tarrant County. Conflicts exist in any relationship where an employee is not acting in the County's best interest and may be acting in their own best interests or the interests of someone associated with them. Such conflicts of interest would include being involved in any procurement activity in which:

1. the employee or any member of the employee's family has any financial interest pertaining to the Tarrant County procurement process;
2. a business or organization in which the employee, or any member of the employee's family, has a financial interest pertaining to the Tarrant County procurement process;
3. any other person, business, or organization with whom the employee or a member of the employee's family is negotiating or has any arrangement concerning prospective employment.

All Tarrant County Policies and Procedures should be followed at all times, but in particular, Civil Service Rules, Section 5.10, *Disclosure of Interest*, should be considered before moving forward.

If any such conflicts of interest exist, the employee will immediately notify the Purchasing Agent in writing and will remove himself/herself from the Tarrant County procurement process.

#### **PERCEPTION**

Employees will avoid any appearance of unethical or compromising practices in all relationships, actions, and communications.

## **GRATUITIES**

Employees will never solicit or accept money, loans, gifts, favors, or anything of value, from present or potential vendors that might influence or appear to influence any purchasing decision. Generally, edible goods with a value of \$50.00 or less are acceptable if shared with the entire staff and will not offend this prohibition unless it appears to influence a purchasing decision. If anyone is in doubt whether a transaction complies with this policy, the individual should disclose the transaction to the Purchasing Agent for interpretation.

## **CONFIDENTIAL INFORMATION**

Employees will keep all proponents and vendors' proprietary information confidential. Employees will keep Tarrant County procurement information obtained from a solicitation confidential as long as that vendor information is retained by Tarrant County to the extent allowed by State and Federal law.

Tarrant County's policy regarding confidentiality is found in Civil Service Rules, Section 5.05, *Confidentiality*.

### **Section 3**

## **PURCHASING AUTHORITY AND POLICY**

### **PURCHASING LAWS**

It is the policy of Tarrant County, acting through its duly appointed Purchasing Agent, to comply fully with all purchasing laws and amendments passed by the Texas State Legislature.

### **PURCHASING POLICY**

The Commissioners Court has directed the Purchasing Agent to provide a centralized purchasing structure.

The Purchasing Department as well as officials, managers, and employees will provide to all responsible vendors equitable and competitive access to the County procurement process. Further, County purchasing will be conducted in a manner that will promote and foster public confidence in the integrity of the County procurement process.

The County Purchasing Policy is to:

1. Seek the best quality, lowest priced goods, and services available that meet the needs and delivery requirements of Tarrant County personnel;
2. Provide all responsible vendors and contractors, including DBE's, with equitable access to servicing the needs of Tarrant County and its personnel through the competitive bidding of goods and services;
3. Comply with all State and Federal laws that apply to County purchasing and with the policies and procedures in this manual;
4. Manage all County assets and inventory so that replacement costs are minimized and Tarrant County can account for those assets; and
5. Dispose of all surplus, salvage, seized, and abandoned property in a manner that provides the most benefit to the taxpayers of the County and complies with the law.

## **APPLICATION**

The Purchasing Act applies to all District, County, and Precinct employees and officials, and any subdivisions of these departments. The Purchasing Agent must purchase or lease all goods and services, including maintenance and repair, for all departments.

## **AUTHORITY**

These policies and procedures are adopted by the County Purchasing Agent and approved by the Commissioners Court acting in its capacity as the governing body of Tarrant County, Texas.

Tarrant County adopts these policies and procedures under the authority of Texas Local Government Code, Chapter 262.

## **EFFECTIVE DATE**

These policies and procedures will become effective upon approval by the Commissioners Court.

## Section 4

### **AUTHORITY AND RESPONSIBILITIES OF THE PURCHASING AGENT**

#### **APPOINTMENT**

The Legislature created a Purchasing Board to oversee a centralized purchasing structure and has given the Purchasing Department that mission. The Purchasing Board is composed of three (3) District Judges and two (2) County Commissioners. The Purchasing Board appoints the Purchasing Agent for Tarrant County for a two-year term and has the authority to approve the budget for this office as defined in the Texas Local Government Code 262.011.

#### **AUTHORITY**

Authority to make County purchases required by law to be competitively bid resides in the Commissioners Court. The Purchasing Agent merely facilitates that process and makes a recommendation to the Court for actual award and purchase.

*The county purchasing agent shall purchase all supplies, materials, and equipment required or used, and contract for all repairs to property used, by the county or a subdivision, officer, or employee of the county, except purchases and contracts required by law to be made on competitive bid. A person other than the county purchasing agent may not make the purchase of the supplies, materials, or equipment or make the contract for repairs (Texas Local Government Code 262, Subchapter B, 262.011 (d)).*

*The county purchasing agent shall supervise all purchases made on competitive bid and shall see that all purchased supplies, materials, and equipment are delivered to the proper county officer or department in accordance with the purchase contract (Texas Local Government Code 262, Subchapter B, 262.011 (e)).*

*A purchase made by the county purchasing agent shall be paid for by an electronic transfer, check, or warrant drawn by the county auditor on funds in the county treasury in the manner provided by law. The county auditor may not draw and the county treasurer may not honor an electronic transfer, check, or warrant for a purchase unless the purchase is made by the county purchasing agent or on competitive bid as provided by law (Texas Local Government Code 262, Subchapter B, 262.011 (f)).*

#### **INVENTORY**

On July 1 of each year, the Purchasing Agent shall file an inventory of all property on hand belonging to the County and in use by each department and employee. The Auditor shall examine the inventory and make an accounting for all property purchased or previously inventoried and not appearing on the inventory.

#### **TRANSFER OF ASSETS**

Subject to the Commissioners Court approval, to prevent unnecessary purchases, the Purchasing Agent shall recommend the transfer of County property or goods that are not needed from a department or employee, to another department or employee requiring the goods or use of them. The Purchasing Agent will furnish to the Auditor a list of transferred goods.

## **VIOLATION AND PENALTY**

Any person who knowingly violates or authorizes the violation of the Purchasing Act, and any County or precinct employees failing to use the Purchasing Agent for purchases—including an agent or employee of the County or of a department of the County—commits a crime punishable under Chapter 262.034, Texas Local Government Code.

## **ADDITIONAL RESPONSIBILITIES**

In addition, the responsibilities of the Purchasing Agent shall be to:

1. Develop, implement, and manage the DBE program for Tarrant County;
2. Develop, implement, and maintain a Fixed Asset Management System;
3. Develop, implement, and maintain the Cooperative Purchasing Program;
4. Encourage and support compliance with Texas purchasing laws;
5. Work in conjunction with the Auditor and other County officials in the development of efficient financial processes;
6. Promote local business participation in Tarrant County procurement processes; and
7. Provide the business community a central professional link to County business.



## Section 5

### GENERAL PURCHASING POLICY

#### **GENERAL INFORMATION**

Tarrant County will not be obligated to purchase goods that are delivered for use on a trial basis or not purchased by the Purchasing Department.

The following strategies, as defined in Texas Local Government Code 262.022, that are employed with the intention of avoiding formal competitive bidding are in violation of Texas Local Government Code 262.023:

1. "Component purchases" means purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.
2. "Separate purchases" means purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase.
3. "Sequential purchases" means purchases, made over a period, of items that in normal purchasing practices would be purchased in one purchase.

Texas Local Government Code 262.034 details the specific criminal penalties for using component, separate or sequential purchases to avoid formal competitive bidding.

Any commitment to acquire goods or services without an authorized purchase order is prohibited. Anyone obligating an expenditure of funds for goods or services prior to securing a purchase order may be held personally responsible for the payment. All such purchases may be considered a donation to Tarrant County.

Employees must never purchase goods or services for their own personal benefit.

#### **ADDITIONAL RESPONSIBILITIES**

Departments must be cognizant of budget balances and refrain from trying to process requisitions in excess of their balances unless the proper transfer of funds has been accomplished. Purchase requisitions for which there is not adequate funding will not be processed.

Departments should plan purchases in order to keep emergency purchase requisitions to a minimum. Tarrant County seldom realizes any economic benefits from hastily processed requisitions. In most cases, vendors attempt to charge premium prices for goods or services when the Purchasing Department is not allowed the proper time to explore all sources.

The Purchasing Department is totally committed to processing all purchase requisitions within a reasonable time frame.

Departments must provide the Purchasing Department ample time to process any purchase requests:

1. On typical purchases that are less than \$50,000, departments should allow a two to three (2-3) week time frame;
2. On typical purchases that are over \$50,000, departments should allow eight to twelve (8-12) weeks time frame.

Departments must assure that all employees involved in making departmental purchase requests have read and understood the procedures in this manual.

The Purchasing Department must review all purchase requests and ensure they are descriptive and specific, but do not prevent competitive bidding for comparable goods.

Since there is no central receiving location in the County, each department is responsible for receiving goods and services. Departments should promptly alert Purchasing of any shortage, late delivery, damaged merchandise, or any other problem relating to the vendor's performance. A simple written explanation, if possible, can be placed in the bid file for future consideration at the time contracts are brought to the Commissioners Court for award.

It is hoped that departments understand and appreciate that the nature of public purchasing is to review and consider all purchase requests in order to promote competitive bidding.

### **CONSIDERATION OF SAFETY RECORDS**

In determining who is a responsible bidder, the Commissioners Court may take into account the safety record of the bidder, of the firm, corporation, partnership, or institution represented by the bidder, or of anyone acting for such a firm, corporation, partnership, or institution as defined in Texas Local Government Code 262.0275. This consideration can only occur if:

1. the Commissioners Court has adopted a written definition and criteria for accurately determining the safety record of a bidder;
2. the governing body has given notice to prospective bidders in the bid specifications that the safety record of a bidder may be considered in determining the responsibility of the bidder; and
3. the determinations are not arbitrary and capricious.

## **STANDARD CONTRACT TERMS AND CONDITIONS (EXAMPLE)**

The text of the specifications document for Request for Bid is as follows:

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

**BY MAIL VIA US POSTAL SERVICE**  
**ORIGINAL AND ONE (1) COPY**  
**OF**  
**COMPLETED BID**  
**MUST BE RECEIVED IN THE**  
**TARRANT COUNTY PURCHASING DEPARTMENT**  
**AT 100 E. WEATHERFORD, SUITE 303**  
**FORT WORTH, TEXAS 76196-0104**  
**ON OR BEFORE \_\_\_\_\_, 2019 AT 2:00 P.M.**

**BY COURIER, FEDERAL EXPRESS, UPS**  
**ORIGINAL AND ONE (1) COPY**  
**OF**  
**COMPLETED BID**  
**MUST BE RECEIVED IN THE**  
**TARRANT COUNTY PURCHASING DEPARTMENT**  
**AT 100 E. WEATHERFORD, SUITE 303**  
**FORT WORTH, TEXAS 76196-0104**  
**ON OR BEFORE \_\_\_\_\_, 2019 AT 2:00 P.M.**

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

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

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

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

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

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

**BUYER NAME, CERTIFICATIONS, TITLE, ETC.**  
**FAX: (817) 884-2629**

All documents relating to the Bid, including but not limited to, the bid document, questions and responses, addenda and special notices will be posted under the Bid 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 Bid due date.**

The deadline for receipt of all questions is 12:00 (Noon), Fort Worth, Texas time, \_\_\_\_\_ day, \_\_\_\_\_, 2018. After the question deadline, all questions and their responses will be posted on the website and available for download by interested parties.

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

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

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

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

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

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

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

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

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

**It is the Bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders bid non-responsive.** Failure to complete and submit all required forms, including but not limited to References, Compliance With 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.

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

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

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

VENDOR(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS, AND PAY ALL TAXES, AND MAINTAIN INSURANCE REQUIRED BY STATE, FEDERAL, 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 STATE, FEDERAL, OR LOCAL GOVERNMENT AGENCIES.

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

#### **INSERT LOCATION**

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 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.

#### **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 one (1) additional twelve (12) month period(s), 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 one (1) additional twelve (12) month period(s), 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 do 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 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

#### **SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

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

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

\_\_\_\_\_Yes      \_\_\_\_\_No

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

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[CURRENT LIST OF PARTICIPATING ENTITIES  
TO BE INSERTED HERE.]

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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 Liability (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.



## 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 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's must provide information, including, but not limited to, Employee Name, date of birth, and driver's license number for each individual required to pass a Criminal Background Check.
  2. Award of a contract could be affected by the Vendor's refusal to agree to these terms.
  3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or result in termination of the contract.
  4. The Criminal Background Check applies to the individual and not the Company.
  5. Passing status must be maintained by Vendor personnel for the duration of the contract.

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

- A. The following is only applicable when a Vendor is providing Information Technology hosted or cloud solution:
1. **Confidentiality, Integrity, Availability (CIA)**  
Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.
  2. **Breach Notification**  
Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.
  3. **Data**  
All Tarrant County data will remain in the 48 contiguous United States at all times.
  4. **Right to Audit**  
Tarrant County reserves the right to audit vendor data centers which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

8. There is no opportunity for remote attendance at the Pre-Bid Conference. Vendors not allowed to call in to attend this meeting.

**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. Results of testing samples (if needed)

**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.

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\* INSERT TECHNICAL SPECIFICATION PAGE(S) HERE

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#### **FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

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

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

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

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

**OR**

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

If your company is already certified, attach a copy of the certification to this form and return with bid.

COMPANY NAME: \_\_\_\_\_  
REPRESENTATIVE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

**Indicate all that apply:**

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

## **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.

<b>REFERENCE ONE</b>
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GOVERNMENT/COMPANY NAME:

ADDRESS:

CONTACT PERSON AND TITLE:

TELEPHONE NUMBER:

E-MAIL ADDRESS:

SCOPE OF WORK:

CONTRACT PERIOD:

<b>REFERENCE TWO</b>
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GOVERNMENT/COMPANY NAME:

ADDRESS:

CONTACT PERSON AND TITLE:

TELEPHONE NUMBER:

E-MAIL ADDRESS:

SCOPE OF WORK:

CONTRACT PERIOD:

## SIGNATURE FORM

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

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

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

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

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

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

Signature \_\_\_\_\_X

Authorized Representative

### LEGAL NAME AND ADDRESS OF COMPANY:

_____	Date _____
_____	Name _____
_____	Title _____
Tel. No. _____	FAX No. _____
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!

**COMPANY IS:**

Business included in a Corporate Income Tax Return? \_\_\_\_\_YES \_\_\_\_\_NO

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

\_\_\_\_\_Partnership consisting of \_\_\_\_\_

\_\_\_\_\_Individual trading as \_\_\_\_\_

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

DUNS Number: \_\_\_\_\_

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

**COMPLIANCE WITH STATE AND FEDERAL 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.**

Effective September 1, 2017, Bidder verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Bidder further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

**DISCLOSURE OF INTERESTED PARTIES**

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

Signature \_\_\_\_\_X

**THIS FORM MUST BE SIGNED.**

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

## 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).

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

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

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

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

Please send your response to:  
Tarrant County Purchasing Department  
100 E. Weatherford, Suite 303  
Fort Worth, TX 76196-0104

## [STANDARD CONTRACT TERMS AND CONDITIONS – (EXAMPLE)]

Text of the specifications document for Request for Proposal is as follows:

Tarrant County is soliciting proposals for \_\_\_\_\_.

**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 \_\_\_\_\_, 2018 AT 2:00 P.M.**

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

**Any proposal received after the date and hour set for Proposal opening will not be accepted. The Respondent will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at Respondent's expense, or destroyed with written authorization of the Respondent.**

If Proposals are sent by mail to the Tarrant County Purchasing Department, the Respondent shall be responsible for actual delivery of the Proposal package to the Tarrant County Purchasing Department before the date and hour set for Proposal opening. 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 Proposal opening, proposals thus delayed will not be considered and will be disposed of as authorized.

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

Tarrant County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this proposal. 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 proposals submitted and to waive any technicalities for the best interest of Tarrant County.

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

**BUYER NAME, TITLE**  
**FAX: (817) 884-2629**

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

**The deadline for receipt of all questions is 12:00 (Noon), Fort Worth, Texas time, \_\_\_\_\_ day, \_\_\_\_\_, 2018. After the question deadline, all questions and their responses will be posted on the website and available for download by interested parties.**

**All Proposal Response Forms and questionnaires must be fully completed and included in your response. Detailed specifications have been provided, and any deviations or exceptions must be referenced on the designated response forms that have been provided. Unless deviations are specifically stated herein, benefits will be provided according to the specifications at no additional charge.**

The proposal is issued in compliance with the County Purchasing Act, Section 262.030. Negotiations may be conducted with responsible Respondent(s) who submit Proposals determined to be reasonably susceptible of being selected for award.

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

**CONFIDENTIALITY:** Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Texas Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked **"CONFIDENTIAL INFORMATION"** and **EACH PAGE** must be marked **"CONFIDENTIAL INFORMATION."** Tarrant County will make every effort to protect these papers from public disclosure as outlined in Texas Local Government Code, Section 262.030(c).

The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Tarrant County is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to a proposal is "confidential" will not be treated as such if Tarrant County receives a request for a copy of the proposal. Tarrant County will, of course, make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information per the procedure outlined in Texas Government Code Section 552.305. Notice to your company under Section 552.305 may be sent via either certified mail or e-mail using the contact information provided by you on the signature form. Please be advised that Tarrant County cannot and will not make an agreement to withhold information from the public contrary to Tarrant County's responsibilities under the Act.

Additionally, to the extent your proposal is incorporated into the contract, the proposal will become an official record available for public inspection.

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

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

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

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

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

Proposals will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistency 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.



Proposals may be deemed non-responsive, among other reasons, for any of the following specific reasons:

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

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

1. Reason for believing collusion exists among the Respondents.
2. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated.
3. The Respondent being interested in any litigation against Tarrant County.
4. The Respondent in the arrear on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed by a financial statement, experience, and equipment, questionnaires, etc.
6. Uncompleted work that in the judgment of Tarrant County will prevent or hinder the prompt completion of additional work, if awarded.
7. Respondents shall not owe delinquent property tax in Tarrant County.
8. Respondent's past performance record with Tarrant County.
9. Limited competition.

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 Respondent. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Respondent to determine the full extent of the exposures.

The successful 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.

Audit Clause: The Vendor must agree that Tarrant County will, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Vendor involving those transactions related to this solicitation. The Vendor must agree that Tarrant County will have access during normal working hours to all necessary facilities, staff, and workspace in order to conduct audits. Tarrant County will provide the Vendor with reasonable advance notice of intended audits. The Vendor must provide records within ten (10) business days or a mutually agreed upon timeline.

TO THE EXTENT PERMITTED BY LAW, RESPONDENT 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) RESPONDENT'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF RESPONDENT, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

THE SUCCESSFUL RESPONDENT(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.

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

## 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 Tarrant County Purchasing through \_\_\_\_\_, \_\_, 201\_. At Tarrant County's option and approval by the Vendor, the contract may be renewed for three (3) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**
2. **RENEWAL OPTION:** Tarrant County reserves the right to exercise an option to renew the contract of the Respondent for three (3) additional twelve (12) month periods, provided such option is stipulated in the Special Conditions 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. These 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 and seek a new solicitation.
3. **MINIMUM INSURANCE REQUIREMENTS:**
  - A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.
    - 1) Workers' Compensation/Employer's Liability
      - a. Worker's Compensation — statutory
      - b. Employer's Liability — \$500,000
    - 2) Commercial General Liability:
      - a. Bodily Injury/Personal Injury/Property Damage — \$1,000,000 per occurrence/\$2,000,000 aggregate
    - 3) Auto Liability:
      - a. Combined Single Liability (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) day 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 Proposal number for which the insurance is being supplied.
    - 5) The Respondent 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) The Respondent 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.

4. **CRIMINAL BACKGROUND CHECK:**

- A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.
1. The Vendor must provide information, including, but not limited to, Employee Name, date of birth, and driver's license number for each individual required to pass a Criminal Background Check.
  2. Award of a contract could be affected by the Vendor's refusal to agree to these terms.
  3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in the termination of the contract.
  4. The Criminal Background Check applies to the individual and not the Company.
  5. Passing status must be maintained by the Vendor personnel for the duration of the contract.

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

- A. The following is only applicable when the Vendor is providing Information Technology hosted or cloud solution:
1. **Confidentiality, Integrity, Availability (CIA)**  
Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.
  2. **Breach Notification**  
Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.
  3. **Data**  
All Tarrant County data will remain in the 48 contiguous United States at all times.
  4. **Right to Audit**  
Tarrant County reserves the right to audit Vendor datacenters which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).
6. There is no opportunity for remote attendance at the Pre-Proposal Conference. Respondents are not allowed to call in to attend this meeting.

## STATEMENT OF WORK

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\*INSERT HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY\*

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## FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in Tarrant County's Proposal process. The Tarrant County Purchasing Department will provide additional clarification of specifications, assistance with Forms, and further explanation of 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 Respondent is already certified, attach a copy of your certification to this form and return with Proposal.**

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

## **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 Respondent's ability to provide the intended goods or service of this Proposal. Tarrant County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Respondent's company provides and that the Respondent has completed a project of similar size and scope of work in this solicitation. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your Proposal.

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

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

<b>REFERENCE ONE</b>
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GOVERNMENT/COMPANY NAME:

ADDRESS:

CONTACT PERSON AND TITLE:

TELEPHONE NUMBER:

E-MAIL ADDRESS:

SCOPE OF WORK:

CONTRACT PERIOD:

<b>REFERENCE TWO</b>
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GOVERNMENT/COMPANY NAME:

ADDRESS:

CONTACT PERSON AND TITLE:

TELEPHONE NUMBER:

E-MAIL ADDRESS:

SCOPE OF WORK:

CONTRACT PERIOD:

**REFERENCES MUST BE RETURNED WITH PROPOSAL!**

## SIGNATURE FORM

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

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

The undersigned agrees, on behalf of Respondent, that if this Proposal is accepted, to 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 Proposal will be ninety (90) calendar days.

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

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

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

Signature \_\_\_\_\_ X  
Authorized Representative

### LEGAL NAME AND ADDRESS OF COMPANY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel. No. \_\_\_\_\_ Date \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ Name \_\_\_\_\_  
Title \_\_\_\_\_  
FAX No. \_\_\_\_\_

### AFTER HOURS EMERGENCY CONTACT:

Name: \_\_\_\_\_ Tel. No. \_\_\_\_\_

**THIS FORM MUST BE SIGNED.**

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND FIVE (5) COPIES MUST BE RETURNED WITH PROPOSAL!**

### COMPANY IS:

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

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

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

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

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

DUNS Number: \_\_\_\_\_

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

## COMPLIANCE WITH STATE AND FEDERAL LAWS

### CERTIFICATION OF ELIGIBILITY

By submitting a Proposal in response to this solicitation, the Respondent 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 Proposal submission and time of award, the Respondent 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 OTHER FOREIGN TERRORIST ORGANIZATIONS.

Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Respondent further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

### DISCLOSURE OF INTERESTED PARTIES

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

Signature \_\_\_\_\_X

**THIS FORM MUST BE SIGNED.**

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND FIVE (5) COPIES MUST BE RETURNED WITH PROPOSAL.**

### DEFICIENCIES AND DEVIATIONS FORM

Following is a listing of ALL deficiencies and deviations from the requirements as outlined in this Proposal. Unless specifically listed, your response will be considered to be in FULL compliance with this Proposal. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of this Proposal stipulated must be fulfilled at no additional expense to Tarrant County.

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**THE ORIGINAL AND FIVE (5) COPIES OF THIS FORM SHOULD BE RETURNED WITH PROPOSAL!**

## 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).

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

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

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

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

Please send your response to:

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

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[PRICE PROPOSAL FORM INSERTED HERE.]

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## **Section 6**

### **SPECIFICATIONS**

#### **DEFINITION**

A precise description of the physical characteristics, quality, or desired outcomes of a commodity to be procured, which a supplier must be able to produce or deliver to be considered for award of a contract.

#### **PURPOSE**

The purpose of any specification is to provide Purchasing with clear guidelines from which to purchase and to provide vendors with a minimum, acceptable standard for goods or services. A well-written specification has four (4) characteristics:

1. it establishes the minimum acceptability of the goods or services;
2. it promotes competition;
3. it contains provisions for reasonable tests and inspections for acceptability of the goods or services; and
4. it provides for an equitable award to the lowest and best bid from a responsible bidder.

#### **PREPARATION**

Specifications may be proposed by the user department, occupant department, or an outside agency. THE FINAL ACCEPTANCE OF THE SPECIFICATIONS, OTHER THAN THOSE FOR CONSTRUCTION PROJECTS, WILL REST WITH THE PURCHASING DEPARTMENT FOR COMPLIANCE WITH LEGAL REQUIREMENTS. This will ensure proper quality control and avoid the proliferation of conflicting specifications between the different departments of Tarrant County. The Auditor and Budget Office will verify for Purchasing that the goods or services were considered and approved in the budget process. Any purchases that were not approved in the budget process will be submitted to Commissioners Court to seek their permission to accept bids/RFPs.

## **TYPES**

There are a number of specification types that will be used by the Purchasing Department. They include:

1. **DESIGN**

A detailed description of goods or services, including such things as details of construction or production, dimensions, chemical composition, physical properties, materials, ingredients, and all other details needed for the provider to produce goods and services of minimum acceptability. Design specifications are usually required for construction projects, certain produced goods, and for many services.

2. **PERFORMANCE**

Where the goods or services are described in terms of required performance. They may include such details as required power, the strength of the material, test methods and standards of acceptability, and recommended practices. This type of specification is used most often for capital equipment.

3. **BRAND NAME OR EQUAL**

Lists of goods or services by brand name, model, and other identifying specifics. Products equal to the characteristics of the named brand are specified as acceptable. Usually, the composition of a brand name good and service is provided through labeling, but broader tolerances and less consistency from item to item may be expected as compared with standard goods. Other manufacturers may provide a nearly identical good under their own brand name. THIS METHOD WILL BE EMPLOYED BY THE TARRANT COUNTY PURCHASING DEPARTMENT ONLY IF THERE IS SOUND JUSTIFICATION. THE BURDEN OF JUSTIFICATION WILL REST WITH THE USER DEPARTMENT.

4. **INDUSTRY STANDARD**

This is one of the simplest specifications available. All goods made to an industry standard are identical, regardless of manufacturer, and will result in the acquisition of goods of uniform quality. An example is the UIL standard for electrical products.

## **Section 7**

### **REQUISITIONING PROCESS**

#### **DEFINITION**

A purchase requisition is a department request authorizing the Purchasing Department to enter into a contract to purchase goods or services and charge the expenditure to the appropriate department budget. This automated form is for internal use and cannot be used by a department to order material directly from a vendor. It is the first step after the need for goods or services is recognized.

Purchase requisitions should fully describe to the Purchasing Department what to buy when it is required, and where the goods are to be delivered and the services to be performed.

#### **POLICY**

Tarrant County utilizes an automated requisitioning system, called SAP. Based on established budget line items, purchase requisitions are entered into SAP by the user department. Adequate budget funds must be available in the departmental line items and approved by both the Auditor and Budget Office before the Purchasing Department can proceed with the purchase of the requested goods and services. Exceptions to the approval process may occur in the case of low value (<\$25.00) office supplies.

After the Purchasing Department receives an Audit-approved purchase requisition, it determines the appropriate procedures based on the cost of the purchase, the goods and services to be purchased, the existing contracts for goods and services, and other relevant factors.

Upon determining the appropriate procurement process, the Purchasing Agent or assigned representative (buyer) acting on his/her behalf will issue a purchase order to the vendor(s) for the desired goods or services. The Purchasing Agent or assigned representative is the only individual authorized to generate a printed/electronic copy of a purchase order. No other County personnel will have access or authorization to print an original purchase order.

Specific instructions on entering requisitions into SAP are not covered in this manual. The user department should refer to the County's SAP training website or contact the Help Desk for further information and to check for periodic training session opportunities.

## **TYPES OF PURCHASE REQUISITIONS**

**ROUTINE** – Normal purchases have a cycle time of three to ten (3-10) working days.

**EXPEDITED** – Purchases where the goods or services are needed sooner than the routine cycle time. Expedited purchases do not qualify as emergency purchases and are subject to all applicable bidding requirements. Cycle time for expedited purchase requisitions is one to three (1-3) working days.

**Note:** Expedited purchases are NOT emergency purchases. They are goods or services needed quickly to prevent costly delays or work stoppage. Expedited purchases probably warrant the additional cost and effort caused by the interruption of the normal work routine. They should not be used unless absolutely necessary. The user department should always telephone the appropriate buyer and make them aware of any such problem, as well as put the appropriate information in the requisition text section.

**EMERGENCY** – Purchase of any goods or services needed because of an emergency condition that the Commissioners Court has ordered exempt, in compliance with the County Purchasing Act [Texas Local Government Code, Section 262.024(a)(1-3)]. All emergency exemption orders must be processed through the Purchasing Department. The Purchasing Agent will submit these as an agenda item for the Commissioners Court approval.

1. Emergency items less than \$50,000 will be handled in the same manner as an expedited purchase requisition.
2. Emergency items greater than \$50,000 must be placed on the Commissioners Court agenda.

If the requisition requires a formal solicitation the cycle time will be longer.

**NOTE:** “Cycle time” refers to the time between when a purchase requisition is assigned to a buyer for action and when the actual purchase order is placed with a vendor. Cycle time does not include the time required for delivery, or the time it takes for the approval process from the Auditor and Budget Office.

## **PURCHASES PROCESSED VIA CHECK REQUEST**

If Texas Local Government Code 262.011(d) does not require the Purchasing Agent to purchase a given request, or if Section 262.023 does not require the purchase to be made by competitive bid, then a check request may be submitted to the Auditor's Office for processing.

Examples of purchases that may be submitted on a check request include:

1. Association and Membership Dues
2. Bonds (notary, liability, etc.)
3. Conferences, Seminars, Training
4. Contract Labor
5. Court Appointed Attorney Payments
6. Damages to Non County Property (self insurance)
7. Food and Catering for Meetings
8. Interpreting
9. Licenses and Permits
10. Photo Processing
11. Postage
12. Sponsorships
13. Subscriptions (newspapers and magazines)
14. Travel Expense (including registrations)
15. Utilities (water, gas, cellular phones)
16. Vehicle Inspections

If there are any questions as to whether an item should be on a check request or purchase order, the Purchasing Department should be contacted for that determination.

## **CHECK REQUEST PROCEDURES**

Check requests submitted to the Auditor's Office for processing should include the following information:

1. To whom the check is to be made payable, the mailing address, general ledger account number, and amount.
2. Signature of an authorized individual.
3. Supporting documentation; i.e., invoice, receipts, travel itineraries, seminar agenda, settlement papers, the Commissioners Court Order.
4. The following items also require an executed contract and the Commissioners Court approval:
  - a) Professional Services
  - b) Real Property Rentals or Leases
  - c) Insurance (including employee benefits)
  - d) Interlocal Agreements
  - e) Depository Agreement

## Section 8

### PROCEDURES FOR PURCHASES UNDER \$50,000

#### **POLICY**

For purchases of goods and services totaling less than \$50,000, as defined in 262.011(d) of the Texas Local Government Code, the Purchasing Agent is authorized to select the exact goods or services to meet the requirements of the departments. The Purchasing Agent is authorized to select the vendor and to follow all necessary actions to conclude a contract for the purchase of the goods and services, without specific approval of the Commissioners Court in compliance with Texas Local Government Code 262.0245.

#### **CONSIDERATIONS**

In selecting the exact goods or services requested by the departments, the Purchasing Agent must consider the following:

1. the stated needs of the department and whether the selected goods or services meet those needs;
2. available information about sources and prices of the goods and services;
3. the delivery requirements of the vendor and department; and
4. any other information that should be considered involving the circumstances of the purchase.

#### **PROCEDURES**

Purchasing will make the final determination as to the method of an award based on information provided.

The assigned Buyer will solicit the quotes required based on dollar thresholds and award per the below Purchasing procedures:

1. purchases of less than \$1,000.00 required to obtain/solicit a minimum of two (2) quotes, written or verbal. An effort to contact two (2) Historically Underutilized Business (HUB) vendors should be made;
2. purchases from \$1,000.00 to \$24,999.99 required to obtain/solicit a minimum of (3) to four (4) written quotations. An effort to contact at least three (3) Historically Underutilized Business (HUB) vendors should be made;
3. purchases from \$25,000 to \$49,999.99 required to obtain or solicit written solicitation including buyer's database, department database, and TVORS database. Specifications will be more formalized utilizing current solicitations boiler plate including references and insurance requirements as needed. **All HUB vendors specific to NIGP codes will be contacted**. Permission, advertising, and court approval are not required, but encouraged;

4. annual contracts from \$25,000 to \$49,999.99 may be required to obtain/solicit advertising with sealed responses. **All HUB vendors specific to NIGP codes will be contacted**. Permission, advertising, and court approval are required.

Then, if quality and delivery terms meet County needs, the vendor who provides the lowest price will be selected. If the vendor offering the lowest price is not used, a notation will be made to indicate the reason another vendor was selected.

The Purchasing Agent has the authority to deviate from the policy for purchases under \$50,000 if it is in the best interests of Tarrant County and if it will facilitate specific County operations.

***NOTE: If cumulative purchases for a single commodity code are anticipated to exceed \$50,000 in a fiscal year, then formal competitive bidding is required, and an annual term contract will be established. Cumulative purchases include Countywide purchases and are not limited to departmental requirements (i.e., office supplies, computer paper, uniforms, furniture, etc.)***

**CAUTION: Intentionally separating purchases or invoices to avoid \$50,000 formal competitive bidding is a violation of the Purchasing Act as described in Texas Local Government Code 262.034.**

## **MODIFICATIONS**

The Purchasing Agent may modify contracts for goods and services that are for less than \$50,000 if the modification is in writing and the aggregate cost of the purchases under the contract will not exceed \$50,000.

## Section 9

### COMPETITIVE BIDDING REQUIREMENTS FOR PURCHASES EXCEEDING \$50,000

#### **DEFINITIONS**

*Competitive bidding* means the process of inviting and obtaining bids from competing suppliers by which an award is made to the lowest responsive bid from a responsible bidder meeting written specifications.

The Texas Supreme Court described it as follows: “Competitive bidding requires due advertisement, giving the opportunity to bid, and contemplates bidding on the same undertaking upon each of the same material items and services covered by the contract, upon the same thing. It requires that all bidders be placed on the same plane of equality and that they each bid upon the same terms and conditions involved in all the items and services and parts of the contract, and the proposals specify as to all bids the same or substantially similar specifications.” (Texas Highway Commission v. Texas Association of Steel Importers Inc. 372 S.W.2d 525,527 (Tex. 1963))

The term, “*formal competitive bidding*” will be used in this manual, and is generally used in public purchasing, when the bidding process is in compliance with Texas Local Government Code, 262.023 and requires approval by a governing board, such as the Commissioners Court.

“*Sealed*” bids (Request for Bid) will be used for contracts exceeding \$50,000. The Request for Bid (RFB) will be used to solicit bids from vendors in response to Tarrant County specifications and contractual terms and conditions. A returned, notice of award letter with a valid court order number or the issuance of a purchase order will form the contract between Tarrant County and the vendor.

Formal competitive bidding procedures do not apply to purchases that are made in compliance with the procedures in Sections 8 and 10 through 12.

#### **PURPOSE OF COMPETITIVE BIDDING**

The first purpose of competitive bidding is to ensure that public monies are spent properly, legally, and for the least cost. (This is, in fact, the primary goal of public procurement, even when purchases do not require the formal approval of the governing board.)

The second purpose is to give those qualified and responsible vendors who desire to do business with the County, a fair and equitable opportunity to do so. The use of a standard and consistent procurement process provides the public with an assurance that their tax dollars are being spent properly in compliance with Texas Local Government Code 262.0225 .

The Texas Supreme Court states, “Its purpose is to stimulate competition, prevent favoritism, and secure the best work and materials at the lowest practicable price for the best interest of the taxpayer and property owners.” (Texas Highway Commission v. Texas Association of Steel Importers Inc. 372 S.W.2d 525,527 (Tex. 1963))



## **PROCEDURES**

Formal competitive bidding—which calls for formal approval by the Commissioners Court due to a required expenditure in excess of \$50,000—will in Tarrant County, with few exceptions, be accomplished by the following:

**PURCHASE REQUISITION:** A department request authorizing the Purchasing Department to enter into a contract to purchase goods or services and charge the expenditure to the appropriate department budget. This automated form is for internal use and cannot be used by a department to order material directly from a vendor.

The user department will follow up the permission request with the entry of a purchase requisition into SAP, if applicable. The Purchasing Department will not proceed with a purchase unless the appropriate budget line item includes sufficient unencumbered funds for the purchase and is approved by the Auditor and Budget Office.

**BIDDING NOTICE:** After the development of specifications of the RFB will be published by the Purchasing Department in compliance with Texas Local Government Code 262.025.

A notice of the intended purchase must be published at least twice within a two-week period by a newspaper of general circulation in the County, with the first day of publication occurring before the 14<sup>th</sup> day before the date of the bid opening.

The notice must include the following (Texas Local Government Code 262.025):

- (1) *the specifications describing the item to be purchased or a statement of where the specifications may be obtained;*
- (2) *the time and place for receiving and opening bids and the name and position of the county official or employee to whom the bids are to be sent;*
- (3) *whether the bidder should use lump-sum or unit pricing;*
- (4) *the method of payment by the county; and*
- (5) *the type of bond required by the bidder.*

**AMENDMENT TO RFB:** The Commissioners Court, by law, authorizes the Purchasing Agent to extend the bid opening date. The Purchasing Agent may amend an RFB to clarify the original intent or to correct errors or omissions if the changes are so insignificant that they are not likely to matter to the vendor in determining the price or the ability to respond; if there is no change to the quantity or delivery requirements; and if the amendment does not change the scope of the RFB. There should be at least seven (7) days between the date of the amendment and the opening date specified in the legal advertisement.

RECEIPT OF COMPETITIVE BIDS: The following procedures will be adhered to when receiving bids:

1. All bids will be received by the Purchasing Agent.
2. All bids will be stamped with the time and date received. The “Date Stamp Clock” in the Purchasing Department will serve as the official time clock for the purpose of identifying the date and time bids were received in the Purchasing Department.
3. Bids will not be accepted after the opening time on the date of the bid opening. All bids received after the opening time will be returned unopened to the bidder with a letter from the Purchasing Agent notifying the bidder that the submitted bid was received after the due date and time.
4. The Purchasing Department will record the name of the vendor’s representative submitting the bid, as well as the time and date the bid was submitted. If a bid is received by mail, express mail, or courier, the delivery method will be reflected in the record.
5. After bids are received, a secure place will be provided by the Purchasing Department for holding the bids until the opening date. The bids are to be received sealed and shall remain sealed until opened on the advertised date and time by the Purchasing Department in a public forum.
6. On occasion, bids that are received in the mail, or by some other independent carrier, may be inadvertently opened. If this situation occurs, another Purchasing Department staff member will be called immediately to act as a witness that the details of the bid, particularly the price, were not reviewed and that the bid was again sealed by an employee of the Purchasing Department.

The above process will be followed in order to preclude any perception of favoritism or revealing bid prices or information. Having sealed bids publicly received and recording the submission of bids is intended to inhibit any perception that the Purchasing Department is manipulating the receipt of bids.

PUBLIC OPENING OF BIDS: Sealed bids will be opened publicly by the Purchasing Department and will be documented. Copies of bids may be obtained in accordance with the Public Information Act guidelines.

The Purchasing Agent will open the bids on the date, time, and place specified in the legal notice in compliance with Texas Government Code 262.026.

**EVALUATION:** The Purchasing Department will evaluate all bids, with assistance from the user department, and a recommendation concerning the lowest responsible bid will be made to the Commissioners Court. The Purchasing Department will evaluate bids based on:

1. price;
2. cost of repair and maintenance;
3. cost of delivery and handling;
4. compliance of goods and services with specifications; and
5. vendor's financial stability, ability to perform the contract, the vendor's safety record, if stated in the RFB, and the past performance of that vendor.

The Purchasing Department will provide a copy of the bid results to the user department. A signed memo from the Official, Department Head or Executive Manager of that user department acknowledging agreement with the proposed award recommendation will be included in the presentation to the Commissioners Court. Whenever the lowest bid received is not in the best interest of Tarrant County, clear justification for not selecting the low bid must be documented before being placed on the Commissioners Court agenda.

**CONTRACT AWARD:** The Purchasing Agent will recommend contract award to the Commissioners Court in session. The Court shall, as defined in Texas Local Government Code 262.027(a):

1. Award the contract to the responsible bidder who submits the lowest and best bid; or
2. Reject all bids and publish a new notice.

If two (2) responsible bidders submit the lowest and best bid, the tie bid will be broken in accordance with the Court Order No. 60616, "Procedure for Awarding Tie Bids." Accordingly, the Purchasing Agent, or designee, shall oversee a coin flip to determine the successful vendor. The buyer responsible for the bid shall flip the coin. The first vendor listed on the tabulation sheet shall be "heads." The second vendor listed on the tabulation sheet shall be "tails." One to two impartial witnesses shall be on hand to determine the results of the coin flip. All participants shall certify the results by signing the tabulation sheet or a similar document.

A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given the opportunity to appear before the Commissioners Court to present evidence to refute the award recommendation in compliance with Texas Government Code 262.027(c).

After an award is made, a notice of award will be processed, with copies sent to the appropriate vendor and user departments as outlined in Texas Government Code 262.027(c).

CONTRACT ADMINISTRATION: The user department, unless it is an annual supply contract, will be responsible for monitoring and documenting contractor performance and compliance. All documentation of noncompliance should be shared with the Purchasing Department. If poor performance or noncompliance with the contract occurs, the Purchasing Department will be responsible to initiate corrective action with the vendor.

The Purchasing Agent will take all steps related to obtaining contract compliance but will consult with the Criminal District Attorney's Office before taking any steps towards contract suspension or termination. Before any letters, notices, or other communications related to termination or suspension are sent to the vendor, the contents of these documents must be reviewed by the Criminal District Attorney's Office as the initial steps toward potential litigation.

This aspect of the procurement process is often overlooked and is perhaps one of the most important. To enforce contractual terms, documentation of specific noncompliance must be available. Specific dates, locations, examples, etc., must be documented.

MODIFICATIONS: The Commissioners Court delegates to the Purchasing Agent its authority to modify awarded contracts at any time in writing, if the changes do not increase the price of the contract and are within the general scope of the contract, including a change to any of the following as defined in Texas Local Government Code 262.0305:

1. Drawings, designs, or specifications when the goods to be furnished are to be specially manufactured for Tarrant County in accordance with the drawings, designs, or specifications.
2. Method of shipment or packaging.
3. Place of delivery.
4. Correction of errors of a general administrative nature or other mistake, the correction of which does not affect the price or scope of the contract, and does not result in additional expense to the contractor.

REBIDDING ANNUAL CONTRACTS: The Purchasing Department, via the Purchasing system (Bid Tracking), monitors the expiration dates of all contracts. Purchasing should notify, by memo, user departments at least ninety (90) days before contract expiration and verify whether the goods or services need to be rebid. The user department will return the specifications and quantities sent from the Purchasing Department, with any additions, deletions, or corrections.

## Section 10

### COMPETITIVE PROPOSALS FOR INSURANCE AND HIGH TECHNOLOGY GOODS AND SERVICES EXCEEDING \$50,000

#### **DEFINITIONS**

In this section, competitive proposals may be solicited through Request for Proposal (RFP) as defined in Texas Local Government Code 262.030(d).

Formal “sealed” Requests for Proposals (RFP) will be used to procure insurance, high technology goods or services, special services of landscape maintenance, recycling, and travel management that are expected to exceed \$50,000. The RFP will solicit proposals from vendors in response to the County’s requirements, along with contractual terms and conditions. If a formal contract is required, it must be reviewed by the reviewed by the Criminal District Attorney’s Office and approved by the Commissioners Court.

*“High technology item”* means a service, equipment, or good of a highly technical nature, including:

- (A) *data processing equipment and software and firmware used in conjunction with data processing equipment;*
- (B) *telecommunications, radio, and microwave systems;*
- (C) *electronic distributed control systems, including building energy management systems; and*
- (D) *technical services related to those items.* (Texas Local Government Code 262.022)

#### **PROCEDURES**

Competitive proposals for insurance, high technology goods and services, and special services will be accomplished by the following (see Section 11 for additional procedures that may be used when purchasing computer hardware, software, and related services):

**PURCHASE REQUEST:** A simple memo submitted to the Purchasing Agent, signed by the Official, Department Head, or Manager, will serve as the initial requisition. The memo should include budget line items from which the purchase will be funded or another explanation that is acceptable to the Purchasing Department about how funding will be attained before the process will begin. Requirements should also be attached to that memo, and, if they are not, both Purchasing and the user department will jointly develop the RFP requirements.

The user department will follow up the memo request with an entry of a requisition into the SAP system.

NOTICE: After receipt of the initial memo and funding information (if available) is received, the Purchasing Department will then place an item on the Commissioners Court agenda seeking permission to process that particular RFP. If the RFP is for high technology goods or services, the Information Technology Department must be involved in this review process reference Court Order No. 59639.

A notice of the proposed purchase must be published at least twice within a two-week period by a newspaper of general circulation in the County, with the first day of publication occurring the 14<sup>th</sup> day before the date of the RFP opening. If necessary, advertising time can be extended.

The notice must include the following (Texas Local Government Code 262.025):

- (1) the specifications describing the item to be purchased or a statement of where the specifications may be obtained;
- (2) the time and place for receiving and opening bids and the name and position of the county official or employee to whom the bids are to be sent;
- (3) whether the bidder should use lump-sum or unit pricing;
- (4) the method of payment by the county; and
- (5) the type of bond required by the bidder.

RECEIPT OF COMPETITIVE PROPOSALS: The following procedures will be adhered to when receiving proposals:

1. All proposals will be received by the Tarrant County Purchasing Department. 2. All proposals will be stamped with the time and date received. The "Date Stamp Clock" in the Purchasing Department will serve as the OFFICIAL time clock for the purpose of identifying the date and time proposals were received in this office.
3. PROPOSALS will not be accepted after the opening time on the date of proposal opening. All proposals received after the opening time will be returned unopened to the respondent with a letter from the Purchasing Agent notifying them that the proposal submitted was received subsequent to the due date and time.
4. The Purchasing Department will record the name of the vendor submitting the proposal, as well as the time and date the proposal was submitted. If a proposal is received by mail, express mail, or courier, the delivery method will be reflected in the record.

5. After the proposals are received, a secure place will be provided by the Purchasing Department for holding the proposals until the proposal opening. All proposals are to be received sealed, and shall remain sealed until opened on the advertised date and time by the Purchasing Department in a public forum.
6. On occasion, proposals that are received in the mail, or by some other independent carrier, may be inadvertently opened. If this situation occurs, another Purchasing Department staff member will be called immediately to act as a witness that the details of the proposal, particularly the evaluation criteria, were not reviewed. The proposal would then be resealed by an employee of the Purchasing Department.

The above process will be followed in order to preclude any perception of favoritism or revealing any proposal information. Having sealed proposals publicly received, and recording the submission of proposals, is intended to inhibit any perception that the Purchasing Department is manipulating the receipt of proposals.

OPENING OF PROPOSALS: Sealed proposals will be opened by the Purchasing Department and will be documented. Proposals are not opened publicly. Only the names of vendors submitting proposals will be announced. The Purchasing Department will open the proposals on the date specified in the legal notice. The date specified in the legal notice may be extended by the Purchasing Department.

Proposals shall be opened to avoid disclosure of contents to competing Respondents and kept secret during the process of negotiation. All Proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such, which will be kept closed pending a ruling by the Texas Attorney General.

EVALUATION: The Purchasing Department will evaluate all proposals, with assistance from the user department, occupant department, Information Technology Department if applicable, or the appropriate committee. Purchasing will then request written confirmation in support of the recommended awardee and make a formal recommendation to the Commissioners Court for approval.

All requests for proposals (RFP) must specify the appropriate evaluation criteria necessary to make an unbiased award recommendation.

NEGOTIATION: All negotiations will be supervised by the Purchasing Department. Any conversations with vendors must be in coordination with the Purchasing Department, and a member of that department should be present for all discussions with vendors. Departments contacting vendors without coordinating with the Purchasing Department risk jeopardizing the integrity of the County procurement process.

CONTRACT AWARD: The award of the contract shall be made by the Commissioners Court to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from negotiation, if necessary, and taking into consideration the relative importance of price and other evaluation factors set forth in the Request for Proposals (RFP).

CONTRACT ADMINISTRATION: The user department will be responsible for monitoring and documenting contractor performance and compliance. All documentation of noncompliance must be shared with Purchasing. If poor performance or noncompliance with the contract is evidenced, Purchasing will be responsible to initiate corrective action with the vendor.

The Purchasing Agent will take all steps related to obtaining compliance with the contract but will consult with the Criminal District Attorney's Office before taking any steps toward suspension or termination of the contract. Before any letters, notices, and other communications related to termination or suspension are sent to the vendor, the contents of these should be reviewed by the Criminal District Attorney's Office and the Auditor's Office as the initial steps toward potential litigation.

This aspect of the County procurement process is often overlooked and is perhaps one of the most important. To enforce contractual terms, documentation of specific noncompliance must be available. Specific noncompliance issues, dates, locations, examples, etc., must be documented.

MODIFICATIONS: The Commissioners Court delegates to the Purchasing Agent its authority to modify contracts awarded under this section at any time in writing, if the changes do not increase the contract price and are within the general scope of the contract, including change to any of the following in compliance with Texas Local Government Code 262.0305:

1. Drawings, designs, or specifications when the goods to be furnished are to be specially manufactured for Tarrant County in accordance with the drawings, designs, or specifications.
2. Method of shipment or packaging.
3. Place of delivery.
4. Correction of errors of a general administrative nature or other mistake, the correction of which does not affect the scope of the contract, and does not result in additional expense to the contractor.



## **Section 11**

### **STATE CONTRACT PURCHASES**

#### **INTRODUCTION**

Sections 271.081 through 271.083 of the Texas Local Government Code require the State Purchasing and Statewide Procurement Division (SPD) to establish a local government purchasing program and authorizes Tarrant County to participate in the program.

The first allows purchasing from vendors with which the State has entered into contracts as a result of competitive bidding procedures. These are referred to as State Contract purchases. The second is the TXMAS Program. The Statewide Procurement Division (SPD) has established, as an alternative purchasing method, the use of Texas Multiple Award Schedule (TXMAS) contracts that have been developed from contracts that have been competitively awarded by the federal government or any other governmental entity of any state in compliance with Texas Government Code 2155.502. As the responsible federal entity, the General Services Administration (GSA) Federal Supply Service awards Federal Supply schedule contracts by competitive procurement procedures for more than 50 schedules that cover multiple commodities and services. These prices reflected on GSA schedule contracts are the Most Favored Customer (MFC) prices and the maximum price allowable. TXMAS contracts take advantage of the MFC pricing and under certain circumstances, an agency or local government entity may negotiate a lower price for goods or services offered on a schedule contract. A "best value" purchase can be made by following the TXMAS purchasing procedures. These laws are located in Texas Government Code, Chapter 791.

#### **POLICY**

Tarrant County participates in the purchasing program of the State Purchasing and Statewide Procurement Division (SPD) for local governments.

#### **OFFICIAL REPRESENTATIVE**

The Purchasing Agent is designated to act for Tarrant County at the direction of the Commissioners Court in all matters relating to the purchasing program, including the purchase of goods and services from any vendor under contract. Tarrant County is responsible for making direct payments to the vendor.

#### **PROCEDURE**

The Purchasing Agent is responsible for submitting requisitions to the Comptroller under any contract or electronically sending purchase orders directly to the vendor and reports to the Comptroller on actual purchases in compliance with the Comptroller's regulations. The Purchasing Agent is responsible for vendors' compliance with all the conditions of delivery and quality of the purchased goods and services. The Purchasing Agent is authorized to sign and deliver all necessary documents for purchases under this program made on behalf of Tarrant County.

## **CONTRACT AWARD**

The award of any contract from the State contracts catalog including the Department of Information Resources (DIR) as well as Purchasing Cooperatives including but not limited to, BuyBoard, and the Omnia Partners, Public Sector shall be in writing, approved and signed by either the Purchasing Agent—if less than \$50,000—or the Commissioners Court—if more than \$50,000—prior to any services being rendered. The Commissioners Court authorizes the Purchasing Agent to execute any contract for State contract purchases, the Department of Information Resources and Purchasing Cooperatives that are procured in compliance with this section if the cost of the contract does not exceed \$50,000.

An exemption exists for purchases made as a result of Interlocal agreements with other governmental agencies. Regardless of the cost involved, this type of purchase does not require presentation to and approval by the Commissioners Court.

## **CONTRACT MODIFICATIONS**

It is the policy of Tarrant County that all change orders must be processed through the Purchasing Department as defined in Texas Local Government Code 262.031:

*(a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.*

*(b) If a change order involves an increase or decrease in cost of \$50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.*

## **CONTRACT ADMINISTRATION**

The user department will be responsible for monitoring and documenting contractor performance and compliance. All documentation of noncompliance must be shared with Purchasing. If poor performance or noncompliance with the contract is evidenced, Purchasing will be responsible to initiate corrective action with the vendor.

The Purchasing Agent will take all steps related to obtaining compliance with the contract but will consult the Criminal District Attorney's Office before taking any action on the contract. Before any letter, notices, or other communication related to termination or suspension are sent to the contractor, the contents of these should be reviewed by the Criminal District Attorney's Office as the initial steps toward potential litigation.

This aspect of the County procurement process is often overlooked and is perhaps one of the most important. To enforce contractual terms, documentation of specific noncompliance must be available. Specific noncompliance issues, dates, locations, examples, etc., must be documented.

## **TEXAS PROCUREMENT AND SUPPORT SERVICES (TXMAS)**

### **AUTHORITY**

The Statewide Procurement Division (SPD) has established, as an alternative purchasing method, the use of Texas Multiple Award Schedule (TXMAS) contracts that have been developed from contracts that have been competitively awarded by the federal government or any other governmental entity of any state. As the responsible federal entity, the General Services Administration (GSA) Federal Supply Service awards Federal Supply schedule contracts by competitive procurement procedures for more than 50 schedules that cover multiple commodities and services. These prices reflected on GSA schedule contracts are the Most Favored Customer (MFC) prices and the maximum price allowable. TXMAS contracts take advantage of the MFC pricing and under certain circumstances, an agency or local government entity may negotiate a lower price for goods or services offered on a schedule contract. A "best value" purchase can be made by following the TXMAS purchasing procedures. Government Code.

### **POLICY**

Tarrant County will purchase goods or services from the TXMAS in fulfillment of the competitive bidding requirements. The County will determine that all purchases or leases are based on the best available and are in the County's best interest.

### **CONTRACT AWARD**

The award of any contract from TXMAS should be in writing, approved and signed by either the Purchasing Agent—if less than \$50,000—or the Commissioners Court—if \$50,000 or more—prior to any services being rendered. The Commissioners Court authorizes the Purchasing Agent to execute any contracts for TXMAS that are procured in compliance with this section if the cost of the contract does not exceed \$50,000. In either event, the requisition process initiates the transaction.

### **CONTRACT MODIFICATIONS**

It is the policy of Tarrant County that all change orders must be processed through the Purchasing Department in compliance with Texas Local Government Code 262.031:

- (a) *If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.*
- (b) *If a change order involves an increase or decrease in cost of \$50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.*

## **CONTRACT ADMINISTRATION**

The user department will be responsible for monitoring and documenting contract performance and compliance. All documentation of noncompliance must be shared with Purchasing. If poor performance or noncompliance with the contract is evidenced, Purchasing will be responsible to initiate corrective action with the vendor.

The Purchasing Agent will take all steps related to obtaining compliance with the contract but will consult the Criminal District Attorney's Office before taking any action on the contract. Before any letter, notices, or other communications related to termination or suspension are sent to the vendor, the contents of these should be reviewed by the Criminal District Attorney's Office and the Auditor's Office as the initial steps toward potential litigation.

This aspect of the County procurement process is often overlooked and is, perhaps, one of the most important. To enforce contractual terms, documentation of specific noncompliance must be available. Specific noncompliance issues, dates, locations, examples, etc., must be documented.

## Section 12

### PURCHASING OF PROFESSIONAL SERVICES

#### **INTRODUCTION**

This is the most difficult section to explain due to the various laws that define (or do not define) professional services and which dictate how these services are to be purchased. The two (2) principal laws with which the Purchasing Agent must comply when procuring professional services are the Professional Services Procurement Act, Chapter 2254, Subchapter A and the County Purchasing Act.

There are two (2) kinds of professional services:

1. Professional services specifically defined under the Professional Services Procurement Act as defined by Texas Local Government Code 2254, Subchapter (a); and
2. Professional services that are not specifically defined under either the Professional Services Procurement Act or the County Purchasing Act and which must be obtained in compliance with the County Purchasing Act. The Purchasing Agent must rely on court cases and Attorney General opinions to determine what services are included in these “other” professional services.

#### **PURPOSE**

The Purchasing Department may contract for professional services only if funds are budgeted for that purpose and confirmed by the Auditor and Budget Office, or the solicitation is approved by the Commissioners Court.

### **PROFESSIONAL SERVICES PROCUREMENT ACT**

#### **DEFINITION**

Professional services are defined in Texas Local Government Code 2254 under the Professional Services Act as:

1. Services within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing;
2. Services provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician including a surgeon, an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, a registered nurse.

The Act states that contracts for the purchasing of these professional services may not be awarded on the basis of price. Instead, services must be awarded on the basis of demonstrated competence and qualifications.

## **REQUEST FOR QUALIFICATIONS (RFQ)**

To ensure vendors a fair and equitable opportunity to do business with Tarrant County, and to ensure that the services of the most qualified professional are obtained, the Commissioners Court has directed that professional services be purchased by using the Request for Qualifications (RFQ) process.

## **PROCEDURES**

Departments shall forward a memo to the Purchasing Agent when professional services are required. The memo will identify the following:

1. Scope of work
2. Qualifications and experience requirements
3. Time frames
4. Budgeted amount and budget line items
5. Suggested professionals

Based on the information provided in the memo, applicable State laws, and all relevant facts, the Purchasing Agent will determine if a formal RFQ or an informal procurement process will be implemented.

If, as a result of an RFQ, Tarrant County enters into contracts with more than one (1) qualified professional, thereby creating a pool of professionals, then the Purchasing Department must ensure that an RFQ is distributed at least once every three (3) years in order that newly qualified professionals may be added to the pool.

Unless specifically exempted by the Commissioners Court by Texas Local Government Code 262.024, all professional services anticipated to cost over \$50,000 will be procured using the formal RFQ process. Any exemption situations will be submitted to the Commissioners Court by the Purchasing Agent. Unless there is an urgent need for the services, exemptions will be submitted to the Commissioners Court for approval before selecting and negotiating with any vendor.

When procuring professional services, Tarrant County will use a two (2) step selection process. First, the Purchasing Agent, Official, or Manager will recommend to the Commissioners Court vendors capable of performing the service on the basis of demonstrated competence and qualifications via an RFQ. Next, the Purchasing Agent, Official, or Manager will then enter into negotiations on a contract at a fair and reasonable price.

If Tarrant County is unable to negotiate a satisfactory contract with the highest ranking most highly qualified vendor, negotiations will formally end with that person or firm. The next most highly qualified vendor will then be asked to negotiate. Negotiations are continued in this sequence until a contract is finalized.

If any contract is entered into with one of the above mentioned professionals on the basis of a competitive bid, it is contrary to State law and County policy and is void.

## **CONTRACT MODIFICATIONS**

It is the policy of Tarrant County that change orders, except for Facilities related construction contracts, be processed through the Purchasing Department in compliance with Texas Local Government Code 262.031:

*(a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.*

*(b) If a change order involves an increase or decrease in cost of \$50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.*

## **PURCHASING ACT**

### **“OTHER” DEFINED SERVICES**

As defined in this manual “other” personal or professional services are those services usually referred to as a professional service, but not specifically defined or covered in the Professional Services Procurement Act. Examples include computer programmers, lawyers, facilitators, etc. Various court opinions have defined these “other” professional services as services requiring technical skill and expertise; labor and skill which is predominately mental or intellectual, rather than physical or manual; or, a special skill and experience. “Other” personal services have been defined as services that must be performed by a particular person and, by the terms of the contract, no substitutions are allowed.

### **REQUEST FOR SERVICES (RFS)**

To ensure vendors a fair and equal opportunity to do business with Tarrant County, and to ensure the services of the most qualified person or professional, “other” personal or professional services must be procured using the Request for Services (RFS) process except when the contract will be for less than \$50,000, unless the Commissioners Court approves another procedure.

## **PROCEDURES**

Departments must forward a memo to the Purchasing Agent when “other” personal or professional services are required. The memo will identify the following:

1. Scope of work
2. Qualifications and experience requirements
3. Project description
4. Time frames
5. Budgeted amount and budget line items
6. Suggested persons or professionals
7. Selection criteria

Based on the anticipated costs, information provided in the memo, applicable State law, and all relevant facts, the Purchasing Agent will make a determination as to whether a formal RFS or an informal procurement process will be implemented or a formal RFS will be recommended to the Commissioners Court.

If, as a result of an RFS, Tarrant County enters into contracts with several professionals to provide services needed from a professional pool arrangement, the user department must ensure that an RFS is distributed at least once every three (3) years so that newly qualified professionals may be added to the pool.

In selecting vendors to provide “other” personal or professional services, a department should base its choice on demonstrated competence, knowledge, qualifications, and the reasonableness of the proposed fee for services, as specified in the RFS.

Unless specifically exempted by the Commissioners Court, all personal or professional services anticipated to cost over \$50,000 will be procured using the formal RFS process. All exemption requests will be submitted to the Commissioners Court by the Purchasing Department. Unless there is an urgent need for the services, the exemption request will be submitted to the Commissioners Court for approval before selecting and negotiating with any vendors.

## **DISCLOSURE OF FORMER EMPLOYEES**

A person who offers to provide personal or professional services to a department who has been employed by the County at any time during the two (2) years before the making of the offer shall disclose in the offer:

1. The nature of the previous employment in the department;
2. The date the employment was terminated; and
3. The annual rate of compensation at the time of termination.



## **WRITTEN CONTRACT OR CHANGE ORDERS**

Any contract for “other” personal or professional services shall be in writing, approved and signed by the Commissioners Court or its authorized person prior to any services being rendered. The Purchasing Agent will determine which person or professional is selected based on the user department recommendation. The Commissioners Court authorizes the Purchasing Agent to execute any contracts for “other” personal or professional services that are procured in compliance with the Purchasing Act and in which the cost of services does not exceed \$50,000. The Auditor and Budget Office must verify that the goods and services sought have been approved by the Commissioners Court in the budget process and adequate funds are available, and the Criminal District Attorney’s Office must review the contract.

## **CONTRACT MODIFICATIONS**

It is the policy of Tarrant County that change orders, except for Facilities related construction contracts, be processed through the Purchasing Department in accordance with requisition procedures:

- (a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.*
  - (b) If a change order involves an increase or decrease in cost of \$50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.*
1. The Purchasing Agent is authorized to execute change orders in which the cost of services does not exceed \$50,000 in the aggregate, or twenty-five percent (25%) of the original contract amount, whichever is less.
  2. Any change orders that result in a contract exceeding \$50,000 in the aggregate must be approved by the Commissioners Court.

## Section 13

### CONSTRUCTION PURCHASING

#### **PURCHASING STATUTES**

Section 262.011(e) of the Texas Local Government Code states that “The County Purchasing Agent shall supervise all purchases made on competitive bid.”

Section 271.024 of the Texas Local Government Code states that “to award a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property on the basis of competitive bids, and if the contract requires the expenditure of more than \$50,000, bidding on the contract must be accomplished in the manner provided by this subchapter.”; and, Section 271.0245 of the Texas Local Government Code details additional competitive procedures.

#### ARCHITECTURAL AND ENGINEERING SERVICES

When procuring architectural or engineering services, Tarrant County will use a two-step selection process as stated in Texas Local Government Code 2254.004:

*“(a) In procuring architectural, engineering, or land surveying services, a governmental entity shall:*

*(1) first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and*

*(2) then attempt to negotiate with that provider a contract at a fair and reasonable price.*

*(b) If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the entity shall:*

*(1) formally end negotiations with that provider;*

*(2) select the next most highly qualified provider; and*

*(3) attempt to negotiate a contract with that provider at a fair and reasonable price.*

*(c) The entity shall continue the process described in Subsection (b) to select and negotiate with providers until a contract is entered into.”*

If any contract is entered into with one of the above mentioned professionals on the basis of a competitive bid, it is contrary to State law and County policy, and is void.

## **PURCHASING SUPERVISION**

Construction purchasing will be consistent with other procurement procedures as defined in this manual and in accordance with the pertinent statutes. The Purchasing Agent will supervise all construction purchases, and all competitive bids will be accompanied by the following:

**PURCHASE REQUISITION:** A memo will be submitted to the Purchasing Agent, signed by the Official, Department Head, or Executive Manager. This memo will serve as the initial notification that a competitive bid is needed, and this project will be placed on the Commissioners Court agenda for approval to bid. After the approval, the process has been completed in the Commissioners Court and prior to developing the specifications, the user department should contact the Senior Contracts Administrator to obtain a Request for Bid (RFB) number and contract number, when applicable. The specifications will include the statutory Worker's Compensation provision in the appropriate format. A draft copy of the plans and specifications should also be submitted with the original notification memo. The specifications will be reviewed and approved by the Purchasing Department, for compliance with the Purchasing Act, and by the Criminal District Attorney's Office prior to the user department submitting them to the printer for copies.

Purchasing should be provided a minimum of five (5) business days for review of the plans and specifications. During this time, Purchasing will confer with the user department to establish dates and times for a pre-bid conference (mandatory or nonmandatory), bid opening, and pre-construction conference. An RFB number or contract number will be assigned to the project at this time by the Purchasing Department, if not already assigned.

**BIDDING NOTICE:** The Purchasing Department will publish the legal advertisement for bid, according to Texas Local Government Code 271.025, which must include the following:

*“(a) The governmental entity must advertise for bids. The advertisement for bids must include a notice that:*

- (1) describes the work;*
- (2) states the location at which the bidding documents, plans, specifications, or other data may be examined by all bidders; and*
- (3) states the time and place for submitting bids and the time and place that bids will be opened.”*

The legal notice must be published at least once a week for two (2) consecutive weeks in a newspaper of general circulation in Tarrant County, with the date of the first publication fourteen (14) days before the date set for the public bid opening.

## CONSIDERATION OF SAFETY RECORDS:

"Texas Local Government Code 271.0275 and 262.0275 states:

*In determining who is a responsible bidder, the governmental entity may take into account the safety record of the bidder, of the firm, corporation, partnership, or institution represented by the bidder, or of anyone acting for such a firm, corporation, partnership, or institution if:*

- (1) the governing body of the governmental entity has adopted a written definition and criteria for accurately determining the safety record of a bidder;*
- (2) the governing body has given notice to prospective bidders in the bid specifications that the safety record of a bidder may be considered in determining the responsibility of the bidder; and*
- (3) the determinations are not arbitrary and capricious."*

The definition and criteria for determining the safety record of a bidder for this consideration shall be:

1. If the bidder in response to questions in the safety record questionnaire reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the bidder for serious violations of OSHA regulations within the last three (3) years, the County may determine whether to disqualify the bidder.
2. If the bidder in response to the questions in the safety record questionnaire reveals more than one (1) case in which the bidder has received citations for violations of environmental protection laws or regulations within the past three (3) years, the County may determine whether to disqualify the bidder. Environmental protection agencies include the Environmental Protection Agency (EPA), Texas Natural Resource Conservation Commission (TNRCC) and its past associated agencies, the Texas Water Commission, Texas Department of Health, Texas Control Board, and similar regulatory agencies of other states. Citations will include notice of violation, suspension/revocation of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments or convictions, administrative orders, draft orders, final orders, and judicial final judgments.
3. If the bidder in response to the questions in the safety record questionnaire reveals that the bidder has been convicted of a criminal offense within the past ten (10) years that resulted in serious bodily harm or death, the County will determine whether to disqualify the bidder.

**BONDING REQUIREMENTS:** No bonds may be required for construction contracts that are less than \$50,000.

**BID BONDS:** Bid bonds will not be required for construction contracts that are less than \$50,000.

For a construction project on bid price over \$50,000, the contractor may be requested to furnish, with the bid, a cashier's check or bidder's bond payable to Tarrant County in an amount of not less than five percent (5%) of the largest possible total of the bid submitted, and is subject to forfeit in the event the successful bidder fails to execute the contract documents within ten (10) days after the contract has been awarded.

**POWER OF ATTORNEY:** The attorney-in-fact who signs bid or contract bonds must file with each bond a certified and current copy of the power of attorney.

**PERFORMANCE BONDS:** For all contracts in excess of \$100,000 for the construction, repair, or alteration of a public work, or the prosecution of completion of any public work, the contractor, before commencing work, must execute a performance, bond that:

1. is payable to Tarrant County, Texas;
2. is in the full amount of the contract;
3. is executed upon faithful performance of the work in accordance with the plans, specifications, and contract documents;
4. is solely for the protection of the County;
5. is executed by a corporate surety or sureties in accordance with the Insurance Code; and
6. is in a form approved by the Commissioners Court.

Any performance bond that is furnished by a contractor in attempted compliance with the requirements of Texas Government Code Annotated, Ch. 2253, will be construed as in conformity with that chapter in relation to rights created, limitations on the bond, and remedies provided.

**PAYMENT BONDS:** For all contracts in excess of \$25,000 for the construction, repair, or alteration of a public work, or the prosecution of completion of any public work, the contractor, before commencing work, must execute a payment bond that:

1. is solely for the protection of all claimants supplying labor and materials in the performance of work provided in the contract;
2. is payable to Tarrant County, Texas, for the use of these claimants;
3. is in the full amount of the contract;
4. is executed by a corporate surety or sureties in accordance with the Insurance Code; and
5. is in a form approved by the Commissioners Court.

Payment bonds must be effective from commencement of performance until the end of the fourth month after all items of work for the project are completed unless releases are obtained from all subcontractors and material men. Any payment bond that is furnished by a contractor in attempted compliance with the requirements of Texas Government Code, Ch. 2253, will be construed as in conformity with that chapter in relation to rights created, limitations on the bond, and remedies provided.

Section 262.032 of Texas Local Government code details bond requirements outside of Texas Government Code 2253.

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 County, 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 only on the specifications, supplemented by the affecting conditions.

INSURANCE:

- A. The contractor shall take out, pay for, and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County:
  - 1. Worker's Compensation – statutory.
  - 2. Employer's Liability - \$500,000.
  - 3. Comprehensive Commercial General Liability:
    - a) Bodily Injury/Personal Injury - \$1,000,000 per occurrence;  
\$2,000,000 aggregate
    - b) Property damage - \$1,000,000 aggregate.
  - 4. Automobile Liability:
    - a) Bodily Injury - \$500,000 per accident or \$500,000 aggregate;
    - b) Property damage - \$100,000 each occurrence.
  - 5. Contractual Liability – same limits as above.
- B. The County reserves the right to review the insurance requirements during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the contractor.

C. Required Insurance Provisions:

1. Proof of Carriage of Insurance – All certificates of insurance will be required in duplicate and filed with the Purchasing Agent and the Budget and Risk Management Department located at 100 East Weatherford Street, Suite 305 Fort Worth, Texas 76196.
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, certificates shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
4. All copies of certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.
5. The contractor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent it may be covered by the proceeds of insurance.
6. The Contractor/Vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

**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.

PRE-BID CONFERENCE: the Purchasing Department will ensure that purchasing procedures are followed, as stated in Texas Local Government Code 262.0256, and the user department will provide technical information and ensure that technical standards are upheld. Purchasing will schedule the pre-bid conference and will assist in conducting the conference to the following extent:

1. Have all representatives sign the attendance roster.
2. Provide a brief introduction describing the project title, magnitude, and performance period.
3. Indicate whether there have been any addenda issued and if so, ensure all representatives have received a copy.
4. Discuss the role of Purchasing in the procurement and administration process.
5. Discuss Disadvantaged Business Enterprise (DBE) expectations or requirements as outlined in the appropriate section of the specifications.
6. Have the project engineer or architect discuss the specifics of the project to include a review of the plans and specifications, allowing for a question and answer session.
7. Determine any issues discussed that require the issuance of an addendum. All addenda will be issued by the Purchasing Department and will only be issued if there are at least seven (7) days between the date of the addendum and the specified opening date. Shorter time frames will automatically delay the bid opening by at least one (1) full week. The user department will provide Purchasing with the technical documentation (i.e., changes/additions to the plans or specifications). Purchasing will be responsible for posting the addendum.

A mandatory pre-bid conference may be employed to ensure that vendors attend conference to become aware of important facts and enforce that only attendees be eligible for award, as stated in 262.027 (f), which states, *“Notwithstanding any other requirement of this section, the commissioners court may condition acceptance of a bid on compliance with a requirement for attendance at a mandatory pre-bid conference under Section 262.0256.”*



RECEIPT OF COMPETITIVE BIDS: The following procedures will be adhered to when receiving bids:

1. All bids will be received by the Tarrant County Purchasing Department.
2. All bids will be stamped with the time and date received. The "Date Stamp Clock" in the Purchasing Department will serve as the OFFICIAL time clock for the purpose of identifying the date and time bids were received in this office.
3. BIDS will not be accepted after the opening time on the date of bid opening. All bids received after the opening time will be returned unopened to the bidder with a letter from the Purchasing Agent notifying them that the bid submitted was received subsequent to the due date and time.
4. After the bids are received, a secure place will be provided by the Purchasing Department for holding the bids until the bid opening. All bids are to be received sealed and shall remain sealed until opened on the advertised date and time by the Purchasing Department in a public forum.
5. On occasion, bids that are received in the mail, or by some other independent carrier, may be inadvertently opened. If this situation occurs, another Purchasing Department staff member will be called immediately to act as a witness that the details of the bid, particularly the price, were not reviewed. The bid would then be resealed by an employee of the Purchasing Department.

The above process will be followed in order to preclude any perception of favoritism or revealing bid prices or information. Having sealed bids publicly received and recording the submission of requested bids is intended to inhibit any perception that the Purchasing Department is manipulating the receipt of bids.

PUBLIC BID OPENINGS: Sealed bids will be opened publicly by the Purchasing Department and will be documented as stated by Texas Government Code 271.026. The Purchasing Department will be responsible for creating the tabulation. The Purchasing Department will post on the Tarrant County website for distribution to the general public.

The Purchasing Agent will open the bids on the date, time, and place specified in the notice. The date specified in the legal notice may be extended by the Purchasing Agent if an error is discovered in the original specifications and an addendum is issued to make the necessary corrections. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price.

BID EVALUATIONS: The Purchasing Department will evaluate all bids, with assistance from the user department, and a joint recommendation will be made to the Commissioners Court. Purchasing will include an Email with permission from the Purchasing Agent or a signed memo from the user department stating bid acceptance and any other documentation as agenda backup material. The Purchasing Department will be responsible for placing the item on the agenda for the Commissioners Court.

Evaluation of bids will be based on the following factors:

1. the relative prices of the bids, including the cost of repair and the cost of delivery and hauling;
2. compliance of goods and services offered with the bid specifications; and
3. the responsibility of the vendor, including the vendor's safety record, if the Commissioners Court has adopted a definition of safety that is included in the bid, and the vendor's past performance.

When the lowest priced bid is not the best bid, clear justification for not selecting the lowest bidder must be documented to the Court. This recommendation will be supported by clear and concise documentation from the user department that explains the rationale for awarding to other than the lowest bidder. A joint review of the bid by the user department and the Purchasing Department is required.

CONTRACT AWARD: The Purchasing Department will recommend the contract award to the Commissioners Court in session. The Court shall, as defined in Texas Local Government Code 262.027(a):

1. Award the contract to the responsive and responsible bidder who submits the lowest and best bid; or
2. Reject all bids and publish a new legal notice.

If two (2) responsive and responsible bidders submit the lowest and best bid, the Purchasing Agent will determine the award recommendation in accordance with the Commissioners Court Order No. 60616, Procedure for Awarding Tie Bids, which is accomplished by a coin toss to decide the successful vendor for award as described in Texas Local Government Code 262.027(b).

As described in Texas Local Government Code 262.027(c), a contract may not be awarded to a bidder who is not the lowest responsive and responsible bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the Commissioners Court and present evidence to dispute that recommendation. After an award, the County Judge will sign the contract on behalf of the County, and the Purchasing Agent or designee will return the bid bonds of any contractor not awarded a contract.

After an award is made, a contract will be processed; originals or copies of the contract will be sent to all appropriate parties, whether for public works or nonpublic works contracts; and an original will remain on file in the Purchasing Department.

A Notice-of-Award (NOA) letter, which will be issued by the Purchasing Department, will accompany the contractor's copy of the contract. The NOA letter will include the requirements for submission of various documents by the contractor and the time period within which they must be received. For example, bid and performance bonds, along with the insurance certificate, must be submitted within ten (10) business days after receipt of the NOA letter. DBE documentation and a program schedule will be required at the pre-construction conference. The NOA will also state that Notice-to-Proceed will not be issued until such time as the required documents are submitted by the contractor within the specified time period.

PRE-CONSTRUCTION CONFERENCE: The Purchasing Department will be responsible for scheduling the Pre-construction Conference. The user department is responsible for all technical presentations, and the Purchasing Department is responsible for ensuring that all applicable purchasing procedures are followed. Purchasing will assist in conducting the conference to the following extent:

1. Have all attendees sign the attendance roster, introduce themselves, and briefly explain their involvement in the project.
2. Briefly discuss the contract requirements, amount, and any other pertinent information about the project. The user department representative will be responsible for providing a thorough synopsis of contract requirements and any County policies that must be adhered to.
3. Establish dates for submission of all required documents, such as material submittals, payables, progress reports, etc.
4. If not previously provided, receive required documents from the contractor; i.e., performance bond, payment bond, insurance certificate, and the appropriate DBE documentation.
5. After receipt of the required documents, the timing of the Notice-to-Proceed will be determined by the user department. It is important to note that the Notice-to-Proceed will not be issued until all required bonds and insurance have been received and verified with the appropriate agency.
6. Ensure a complete understanding of all issues by all parties prior to the adjourning.

CONTRACT ADMINISTRATION: The user department will be responsible for monitoring and documenting contractor performance/compliance and will provide Purchasing with copies of this documentation to keep the Purchasing Department apprised of all performance or compliance issues. Discussions that explain the interpretation of the specifications may be dealt with orally by the user department. If poor performance or noncompliance with the contract is experienced, the user department will be responsible to initiate written corrective action with the contractor. Purchasing will be provided an advance copy of any written correspondence directing correction of a discrepancy. The user department will solicit Purchasing to initiate corrective action, in consultation with the user department, when the user department cannot resolve any conflict through correspondence.

The occupant department must not provide any instructions or requests for changes directly to the contractor. The occupant department must provide all information necessary for the contractor to meet its needs, either through the user department responsible for constructing the facility or the Purchasing Department. Only the user department's project manager or the Purchasing Agent has the authority to give directions to the contractor.

The Purchasing Agent will take all steps related to correcting noncompliance with the contract but must consult with the Criminal District Attorney's Office before taking any steps toward suspension or termination of the contract unless an emergency, life safety, or property damage issues require immediate temporary work stoppage. Before any letters, notices, and other communications related to termination or suspension are issued, the contents of these must be reviewed by the Criminal District Attorney's Office, as the initial steps toward potential litigation.

Documentation of contractor performance is often overlooked and is, perhaps, one of the most important. To enforce contractual terms, documentation of specific noncompliance must be available. Specific dates, examples, etc., must be documented.

Contract administration duties shall include, but not be limited to, the following activities. Unless otherwise noted, the following are responsibilities of the Purchasing Department:

1. Schedule and assist in conducting the pre-construction conference.
2. Maintain a comprehensive, neat, and orderly contract file that includes all documentation relative to the procurement process and includes pre-solicitation, solicitation, contract award, post-award, and administration phases of the project.
3. The Purchasing Agent will present the contractor's performance bond and payment bond to the Commissioners Court for approval within thirty (30) days of award and before the Notice-to-Proceed.
4. The Purchasing Agent will be responsible for monitoring the continued insurance coverage and obtaining updated certificates on a timely basis.
5. Receive and review a copy of the contractor's program schedule, ensuring that it is submitted within the period as specified in the contract specifications.

6. Ensure contractor submittals are provided to the County as prescribed by the submittal schedule established during the pre-construction conference.
7. Receive and review copies of contractor payrolls to ensure payments made to contractor employees are in accordance with the prevailing wage rate classification by trade included in the contract.
8. Perform periodic site visits to the construction site to perform spot labor interviews to ensure contractor compliance with prevailing labor laws.
9. Periodically review copies of contractor invoices for accuracy. Invoices are to be verified against progress reports, when applicable, with any discrepancies being reported to the contractor and user department for resolution. The user department will provide Purchasing with a copy of the invoice immediately upon receipt from the contractor.
10. Correspondence: Discussions that merely explain the interpretation of specifications may be dealt with orally by the user department. All correspondence concerning major issues involving noncompliance, between the contractor and the County, should be directed to the Purchasing Department. This will ensure that Purchasing is aware of any directives being issued to the contractor or any potential problems that may occur about contract performance.

In emergency situations, correspondence regarding minor issues may be issued directly to the contractor by the user department. However, Purchasing should be provided with a copy immediately. It will be left to the professional judgment of the user department representative as to what constitutes an emergency and what is considered to be a minor issue. If it appears that the level of noncompliance should result in a suspension or termination of the contract, the Purchasing Agent must seek the advice of the Criminal District Attorney's Office before sending a notice to show cause not to terminate or placing the contract on the agenda for the Commissioners Court to authorize termination.

11. Purchasing will be responsible for monitoring all insurance and bond certificates. Bid bonds will be provided with all bids over \$50,000 and will be maintained in the Purchasing Department safe. Bid bonds will be returned to all bidders within five (5) business days after contract award. Payment and performance bonds will be provided by the contractor within ten (10) business days after receipt of the Notice-of-Award letter. They should be reviewed by both the user department representative and Purchasing with the originals being maintained in the Purchasing Department safe. Copies can be provided to the user department upon request. Insurance certificates are to be provided by the contractor during the preconstruction conference. These certificates will be kept in the Purchasing Department main contract file.

#### CHANGE ORDERS:

- A. The Purchasing Agent on the recommendation of the Facilities Management Director is responsible for all construction related projects may approve Change Orders to construction contracts for the following reasons:
  - 1. To allow for an additional service request in an amount not to exceed \$50,000, subject to limitations stated in Texas Local Government Code, 271.060(h), if the Auditor and Budget Office verify that the funds are available for the change order and it does not change the scope of the contract.
  - 2. To allow for a contract time extension if the change order does not change the scope of the contract.
- B. Any change orders that increase the cost or change the scope of the contract must be approved by the Commissioners Court. The Facilities Management Department will submit the agenda request to the Commissioners Court for approval.
- C. Negotiations of change orders, particularly those that result in an increase in contract price or performance period, or change the scope of the project, will require that Purchasing be notified on a timely basis so the appropriate action can be taken. Purchasing shall always be provided with a copy of the proposed change order, with all available supporting documentation.
- D. No change order will be issued until it is determined that the necessary funds are budgeted and available, and the appropriate backup documentation has been reviewed.
- E. A record of any change order negotiations shall be made by the user department, with a copy sent to Purchasing.

CLOSEOUT PROCEDURES: The Purchasing Department will ensure that all applicable warranty certificates are received and safeguarded throughout the warranty term. The Purchasing Department will provide copies of the warranty certificates to the appropriate departments.

Return of bonds will be administered by the Purchasing Department in cooperation with the user department to ensure that the contract is complete in all respects before these are returned.

## Section 14

### **SHERIFF'S OFFICE PROCEDURE FOR PURCHASE OF GOODS, MATERIALS, AND SUPPLIES WITH STATE AND FEDERAL FORFEITURE FUNDS**

#### **CONSIDERATIONS**

The Criminal District Attorney's Office has considered the issue of purchases made with State and Federal forfeiture funds, as well as purchases from commissary funds. In light of the County Purchasing Act, the Criminal District Attorney's Office feels that the County and its officers such as the Sheriff, the Purchasing Agent, and the Auditor would be well advised to follow the procedures set forth below for the purchase of goods, materials, and supplies. Issues of contracting authority or contracts are beyond the scope of [the Criminal District Attorney's Office's findings, except to the extent that purchase of tangible property alone implicates competitive bidding procedures.

#### **PROCEDURES FOR FORFEITURE FUND PURCHASES**

1. The first step in any purchase of goods, materials, and supplies should be the establishment of a budget line item from whose funds the item shall be purchased. For general funds, such a line item is created when a department's annual budget is passed by Commissioners Court or when the Court later amends the annual budget.

When the Sheriff's Office<sup>1</sup> desires to make a purchase from State forfeiture funds, it should first identify a forfeiture fund line item (in its initial requisition) from which the funds may be deducted. If there is no appropriate line item available to make the desired purchase at the estimated price, the Sheriff's Office should request the Commissioners Court to create the appropriate line item in an amount sufficient to cover the anticipated expense of the contemplated purchase. Under *Art. 59.06 (d) of the Texas Code of Criminal Procedure*, the Commissioners Court will have a ministerial duty to approve this budget amendment.

Federal forfeiture funds are not legally required to be administered as part of the County budget. If it wishes to purchase items with these funds, the Sheriff's Office need only notify the Commissioners Court through a memo to the County Administrator that it wishes to spend x (estimated amount of federal forfeiture funds) for y (goods, materials, or supplies it wishes to purchase with the money).<sup>2</sup>

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<sup>1</sup> Assuming that the Sheriff's Office is the entity spending forfeiture funds, these same procedures should also be followed whenever any other County law enforcement agency is spending forfeiture funds.

<sup>2</sup> There is no legal authority for this notification requirement; however, it is suggested for accounting and pragmatic purposes in order to keep procedures for purchase relatively uniform regardless of the specific source of the public funds being expended in a given instance.

2. The second step involves the Sheriff's Office sending a requisition for the desired item(s) to the County Purchasing Agent. When the Sheriff's Office intends to pay with forfeiture funds, it should so inform the Purchasing Agent, specifying which kind of forfeiture funds it intends to use for payment and an appropriate budget line item for purchases with State forfeiture funds. The requisition shall also contain any other information the Sheriff's Office wishes the Purchasing Agent to have, such as a particular vendor who may be selling the product.
3. The Purchasing Agent should then make the purchase according to the specifications provided by the Sheriff's Office, which has the sole discretion to set specifications for items to be purchased with forfeiture funds within the parameters of applicable law. The Purchasing Agent has the discretion to seek the best price, to buy from the vendor of his choice so long as the specifications are met, and to competitively bid the purchase even if the law doesn't require it in a particular case.<sup>3</sup> (In any case, it will be the Purchasing Agent who will determine if competitive bidding will be employed.) If competitive bidding is utilized, standard procedures should be used: viz. The Commissioners Court should provide permission to seek competitive bids, and, after bids are received, they should award the contract to the "lowest and best" bidder. The Court's duty to facilitate the purchase by granting permission to seek bids and by choosing the "lowest and best" bidder is *ministerial*; however, the decision of which vendor to select is *discretionary*. The "purchase" is made, and the amount of purchase definitely ascertained, when the *purchase order* is issued (if competitive bid procedures are not being used) or when the *contract is awarded by the Commissioners Court* (if competitive bidding is employed).
4. When the items are received from the vendor, the Sheriff's Office shall verify that the items received match the Sheriff's Office's requisition and the Purchasing Agent's purchase order. If so, it should so notify the Purchasing Agent.
5. Finally, upon completion of step 4, the Auditor shall issue the warrant from the proper forfeiture funds.

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<sup>3</sup> Whenever competitive bidding procedures are employed, the Commissioners Court should award the contract to the lowest and best bidder. Based on the rationale of Attorney General Opinion DM-246 (1993), the Commissioners Court would be prohibited from rejecting all bids for the purpose of thwarting the purchase, since the determination of what kind of goods are to be purchased with the money belongs to the Sheriff alone. The Commissioners Court's duty to facilitate the purchase, according to this opinion, is "ministerial".



## Section 15

### SHERIFF'S OFFICE INTERIM PROCEDURE FOR PURCHASES OF GOODS, MATERIALS, AND SUPPLIES WITH COMMISSARY FUNDS

#### CONSIDERATIONS

The procedures for spending commissary funds should be very similar to the procedures set forth in the previous section.

#### PROCEDURES FOR COMMISSARY FUND PURCHASES

1. The step involves the Sheriff's Office sending a requisition for the desired item(s) to the County Purchasing Agent. When the Sheriff's Office intends to pay with commissary funds, it should so inform the Purchasing Agent.
2. Again, the Purchasing Agent should then make the purchase according to the specifications provided by the Sheriff's Office, which has the sole discretion to set specifications for items to be purchased with commissary funds within the parameters of applicable law. The Purchasing Agent has the discretion to seek the best price, to buy from the vendor of his choice so long as the specifications are met, and to competitively bid the purchase even if the law doesn't require it in a particular case.<sup>4</sup> (In any case, it will be the Purchasing Agent who will determine if competitive bidding will be employed.) If competitive bidding is utilized, standard procedures should be used: viz. The Commissioners Court should provide permission to seek competitive bids, and, after bids are received, they should select the "lowest and best" bidder. The Court's duty to facilitate the purchase by granting permission to seek bids and by choosing the "lowest and best" bidder is **ministerial**; however, the decision of which vendor to select is **discretionary**. The "purchase" is made, and the amount of purchase definitely ascertained, when the *purchase order* is issued (if competitive bid procedures are not being used) or when the *vendor is selected by the Commissioners Court* (if competitive bidding is employed).
3. When the items are received from the vendor, the Sheriff's Office shall verify that the items received match the Sheriff's Office's requisition and the Purchasing Agent's purchase order. If so, it should so notify the Purchasing Agent.
4. Finally, upon completion of step 3, the Auditor shall issue the warrant from the commissary funds in escrow.

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<sup>4</sup> Whenever competitive bidding procedures are employed, the Commissioners Court should select the lowest and best bidder. Based on the rationale of Attorney General Opinion DM-246 (1993), the Commissioners Court would be prohibited from rejecting all bids for the purpose of thwarting the purchase, since the determination of what kind of goods are to be purchased with the money belongs to the Sheriff alone. The Commissioners Court's duty to facilitate the purchase, according to this opinion, is "ministerial".

## **Section 16**

### **PROCEDURES FOR PURCHASE OF PARTS AND SERVICES FOR CENTRAL GARAGE**

#### **CONSIDERATIONS**

The Central Garage has a need to reduce the downtime of County vehicles in need of repairs and service. Previously, it was not uncommon for a vehicle to sit four (4) to five (5) hours or more pending receipt of parts while the requisition was being submitted and approved by the Auditor, and the Purchase Order issued.

#### **GOAL**

These procedures:

1. allow the Central Garage to have a Purchase Order number at all times for automotive items under annual contract;
2. provide audit trails; and
3. eliminate the necessity and urgency for the Central Garage to submit requisitions, the Auditor's Office to approve the requisitions, and the Purchasing Department to issue the purchase orders.

#### **PROCEDURES OVERVIEW**

At the end of each month, the Central Garage is to submit a requisition for each vendor for automotive parts purchases for the upcoming month as needed. The purchase order is to be issued prior to the first of the month in which it is to be used. When the Central Garage has a parts requirement, they will have an existing purchase order number and will be able to order the parts. Each time parts are ordered the Central Garage is to submit a requisition that supplements that month's purchase order. The receiving reports are to be entered and the invoices paid. This procedure reduces vehicle downtime by half, but still maintains audit trails.

The purchase of tires is to continue to be on a separate purchase order.

Items not covered on listed bids are to be submitted on separate requisitions and processed in the usual manner.

## Section 17

### EXEMPTIONS TO THE COMPETITIVE BID PROCESS

#### PURCHASING ACT

Many goods and services can be exempt from the competitive bid process if the Commissioners Court orders the purchase exempt. Discretionary Exemptions, Section 262.024(a) of the Texas Local Government Code lists in detail all the circumstances when exemptions are available for purchases made from current funds, bond funds, or through warrants. The following is a comprehensive list of these circumstances:

1. an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;
2. an item necessary to preserve or protect the public health or safety of the residents of the county;
3. an item necessary because of unforeseen damage to public property;
4. a personal or professional service;
5. any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;
6. any land or right-of-way;
7. an item that can be obtained from only one source, including:
  - a) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
  - b) films, manuscripts, or books;
  - c) electric power, gas, water, and other utility services; and
  - d) captive replacement parts or components for equipment;
8. an item of food;
9. personal property sold:
  - a) at an auction by a state licensed auctioneer;
  - b) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or
  - c) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;
10. any work performed under a contract for community and economic development made by a county under Section 381.004; or
11. vehicle and equipment repairs.

## **PURCHASING AT AUCTION**

Section 262.024(a) of the Texas Local Government Code, Exemption 9(A), as mentioned in the previous paragraph, addresses the sale of personal property sold at auction by a State-licensed auctioneer.

The opportunity exists for potential savings to be realized by the County and Precincts if certain used cars, trucks, road and construction equipment are purchased at auction by the Purchasing Agent as allowed by law.

## **POLICY**

All purchases at auction will be made by the Purchasing Agent after authorization from the departments or precincts to participate in this type of procurement process.

Before such equipment is procured, determinations are to be made as to the appropriate sale value, whether the equipment has been maintained properly, the probable useful service life remaining, and whether significant cost savings could result.

## **PROCEDURE**

Written or verbal notification must be submitted to the Purchasing Agent before attendance at auction will occur. Used equipment to be purchased as requested by certain departments or precincts must have previous budget approval for each expenditure.

## **CERTIFICATE OF OBLIGATION ACT**

Sections 262.023 and Chapter 271 Subchapter C of the Texas Local Government Code lists all the circumstances when exemptions are available for purchases made out of the certificate of obligation funds. The following is a list of these circumstances:

1. All of the circumstances that may be exempted under the Purchasing Act.
2. The sale of public security in compliance with Chapter 271 Subchapter C, or; a contract for which advertising was done in compliance with Chapter 271, Subchapter C, of the Texas Local Government Code

## **POLICY**

Exemption orders must be processed through the Purchasing Department. In all cases except the acquisition of interests in land for County roads, bridges, parks, and all purchases of real property, the Purchasing Agent will request the exemption order from the Commissioners Court.

## **PROCEDURE**

A memo must be submitted to the Purchasing Agent requesting an exemption to the competitive bid process. The memo must state specific details and an explanation of why an exemption from the competitive bid process should be requested and granted. All departments requesting exemptions should include a copy of the contract, if available, the name of the contractor, the goods and services covered by the order, maximum cost, and other relevant information.

## **EMERGENCY**

Sections 262.024(a)(1-3) of Texas Local Government Code allows for Emergency purchases. Emergency means circumstances where an immediate response is required to provide for the safety of persons or property but does not include any situation that results in the County Judge declaring a local state of disaster in compliance with the Tarrant County Policies, and Procedures.

**Emergency purchases that exceed \$50,000 require a Court Order granted by the Commissioners Court before a purchase order can be issued.**

## **PROFESSIONAL OR PERSONAL SERVICE**

Please refer to Section 12 of this manual regarding this type of purchase.

## **SOLE SOURCE**

Texas Local Government Code 262.024 (7) describes eligibility of sole source goods and services. Sole source goods or services require a statement from the vendor as to the existence of only one (1) source and specifically noting which type of listed sole source good or service is being purchased. The statement will be submitted for acceptance by the Commissioners Court and must be reflected on the agenda of the meeting of the Commissioners Court. The code states:

“...an item that can be obtained from only one source, including:

- (A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
- (B) films, manuscripts, or books;
- (C) electric power, gas, water, and other utility services; and
- (D) captive replacement parts or components for equipment;”

## **FOOD**

The Commissioners Court orders, through Court Order 96717, that the purchase of certain food items for correctional facilities of Tarrant County is exempt from the competitive bidding requirements of the Purchasing Act, Section 262.024(d), if the following procedures are followed in making the purchases:

1. Bi monthly Purchases: Fresh Meats & Commodities (flour, rice, etc.) and Groceries (frozen foods, canned foods, staples).
  - a) Specifications will be prepared by the Purchasing Department, with assistance from the using department.
  - b) The buyer shall select local suppliers from the current Tarrant County Purchasing Department database of vendors.
  - c) A Request for Quotation will be forwarded to a list of qualified suppliers via fax or email, allowing a minimum of ten (10) calendar days for the vendor's response.
  - d) The lowest and best quotation will be determined based either on the overall low quotation or on the line item low quotation, whichever is more advantageous to the County. In determining responsible bidder and lowest and best quotation, the buyer will consider the relative price of the quotations; compliance of the products with the specifications; and responsibility of the vendor, including vendor's financial and practical ability to perform and past performance, especially in relation to timeliness of delivery and quality of the product. If after award a vendor does not provide the volume or quality of food or the timeliness of delivery required by the specifications, the buyer may purchase urgently needed replacement foods from the next lowest vendor.
2. Weekly Purchases: Fresh Produce and Fresh Eggs.
  - a) Fresh produce and eggs will be purchased from local "wholesale" produce markets on a weekly basis. The vendors are required to provide delivery of these items directly to the Juvenile Services Department approximately two (2) to three (3) times each week.
  - b) The Juvenile Services Assistant Director will contact the vendor each week with a list of their weekly requirements.
  - c) Prices will be checked periodically in order to maintain checks and balances of the wholesale prices.
3. Semi Annual Purchases: Dairy Requirements, Fresh Milk.

The same bidding procedures as required in Item 1 above (Fresh Meats, Commodities and Groceries) will apply.
4. Semi Annual Purchases: Bakery Items, Fresh Bread.

The same bidding procedures as required in Item 1 above (Fresh Meats & Commodities and Groceries) will apply.

## **LEASE OF REAL PROPERTY:**

The Facilities Management Department must review some leases for real property before it is presented to the Commissioners Court. Facilities Management must ensure that the lease is consistent with the County Space Plan. The search for space must be done in a manner that protects the best interests of the County through comparison or competition so that any real estate opportunities that are appropriate and available have been discovered and considered. After review of all available property and space considerations, comparisons will be made in regard to location, accessibility, lease prices, parking, renovation requirements, lease terms, etc. A lease contract will then be prepared and approved by the Criminal District Attorney's Office before being placed on the Commissioners Court agenda for approval. The Facilities Management Department will handle the administration of all lease agreements. Lease administration, if there are noncompliance issues, will be handled by Facilities with the advice of the Criminal District Attorney's Office.

## **Section 18**

### **RENEWAL OF LEASES AND EQUIPMENT MAINTENANCE CONTRACTS**

#### **STATUTE**

The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the Commissioners Court grants the exemption, according to 262.024 (b) AND IF:

1. the lease or agreement has gone through the competitive bidding procedure within the preceding year;
2. the renewal or extension does not exceed one (1) year; and
3. the renewal or extension is the first renewal or extension of the lease or agreement.

#### **POLICY**

The purchase of all equipment leases, renewal or extension orders, and maintenance agreements will be handled through the Purchasing Department. Any negotiations with bidders will be supervised by the Purchasing Department. Purchasing will maintain the original documents and send the user department a copy when requested.

The Purchasing Agent is authorized to execute any contracts for equipment leases and maintenance contracts that are procured in compliance with the Purchasing Act and if cost does not exceed \$50,000. A contract requiring a signature or exceeding \$50,000 must be approved by the Commissioners Court.

#### **PROCEDURES**

The user department will enter a requisition, identifying the purchase as either a lease or a maintenance agreement.

Invoice copies referenced in the requisition, if retained by the user department, should be sent to Audit immediately. The requisition must always include the serial number, model number, and physical location of the equipment. The beginning and ending dates of coverage must also be specified.

If a renewal, the original contract number must be identified in the requisition.

If the request is for a sole source lease or maintenance agreement, the user department must follow up the requisition with a memo justifying why it is a sole source purchase as stated in Texas Local Government Code 262.024(c)



The user department and Purchasing will work closely together to determine the appropriateness of a maintenance contract versus in-house repairs. Departments should coordinate their efforts to ensure that the maintenance contract sought is appropriate.

Facilities Management should always be contacted before any new equipment is acquired, so they can determine if there are adequate space and other facilities resources for the proper operation of the equipment.

NOTE: An often-overlooked cost of equipment or software is ongoing maintenance. All ongoing maintenance issues should be considered, evaluated, and priced in the initial procurement process.

## Section 19

### RECEIPT OF GOODS AND SERVICES

#### **POLICY**

Departments should notify the Purchasing Department if goods are not received by the due date or if damaged freight is delivered.

#### **ORDER VERIFICATION**

Employees receiving shipments must pay particular attention to the delivery ticket and be sure it matches the Tarrant County purchase order. The individual receiving the goods must verify that all goods were received as stated on the delivery ticket, and sign **IN HIS OR HER OWN NAME—A FULL SIGNATURE IN INK**—and write the **PURCHASE ORDER NUMBER** on all of the appropriate documentation, particularly the County copy.

#### **DAMAGED FREIGHT**

When a shipment arrives, the user department must inspect the condition of all cartons. If freight is undamaged, the department receiving the shipment should sign the freight bill.

If the freight is visibly damaged, the receiving department must instruct the freight line driver to:

1. Note the damage on the freight bill; and then
2. Sign the freight bill.

If there is concealed damage, save the shipping cartons so the Purchasing Department can notify the vendor and send an “inspection and report of concealed damage”. Any receiving report processed should always mention all damaged merchandise.

All boxes and packing materials should be kept in the event of visibly damaged or concealed damaged freight shipments.

Damaged freight must be reported to the vendor immediately.

All goods not received properly or not in compliance with the contract should be documented and reported to the Purchasing Department as soon as possible so that the vendor can be notified and instructed to take corrective action.

Damaged goods should not be returned to the freight line or to the vendor unless specifically requested to do so, and then only if a claim has been filed or authorization has been given by the vendor—including a **RETURN NUMBER**—or by the Purchasing Department.

## **DOCUMENTATION**

All receiving documentation should be maintained by the user department for their records. It is the policy of Tarrant County to have all vendor invoices sent directly to Accounts Payable, 100 E. Weatherford, Suite 506, Fort Worth TX 76196-0103 or SAP-invoices@tarrantcounty.com.

Any warranty information should be copied to the Purchasing Department.

**THE USER DEPARTMENT MUST ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF DELIVERED GOODS IMMEDIATELY BY ENTERING A GOODS RECEIPT TRANSACTION IN SAP. For SAP instructions, refer to the Tarrant County Training Materials Section of ESS (TRAINING >> SAP TRAINING DOCUMENTS).**

## **GOODS VS. SERVICE PURCHASE ORDERS**

The purpose of this Policy is to clarify whether a purchase order should be a *Goods* or *Service* PO. This is only a guide. Buyers issuing the PO shall have the flexibility to determine whether the PO should be a *Goods* or *Service* PO, based on these guidelines or other circumstances. Guidelines for determining which type of requisition to enter for specific purchasing situations can be found on the SAP Training Materials website.

### **Goods PO**

A *Goods* PO can be described as a purchase order issued for the procurement of “tangible materials”. Some examples are vehicle parts and office supplies. A *Goods* PO requires a line for each item on the Purchase Order. The Purchase Order and Invoice must match item for item. Upon receipt of each item, the department will be required to enter a SAP Goods Receipt (GR) in order for the invoice to be paid.

### **Service PO**

A *Service* PO can be described as a purchase order issued for the procurement of “non-tangible materials”. A *Standard Service* PO normally contains charges for labor, repairs (including materials), or other services performed by a vendor. Examples of these services are installation charges, cleaning charges, rentals, maintenance, subscriptions, armored car services, janitorial services, etc. In addition to *Standard Service* POs *Blanket Order Service* POs include items that cannot be received as a whole unit, such as road materials and fuel services. A *Blanket Order Service* PO is issued as one (1) Activity Unit (AU) that covers the entire invoice. *Standard Service* POs require a receiver called a Service Entry Sheet (SES), whereas for *Blanket Order Service* POs do not require any receiver by the department. Invoices must be signed by the department acknowledging receipt of all parts, service, and labor listed on the PO.

The exceptions to the above are purchases made under the Mechanical/Electrical/Plumbing (MEP) contracts, which are to be handled as follows:

Prior to performing any routine service(s) at a Tarrant County facility, the vendor's representative is responsible for first obtaining a formal purchase order number from that particular facility's building engineer or supervisor (through the Purchasing Department). In such cases where routine parts and service/labor have already been received complete, then a *Service* purchase order should be issued to cover the Invoice charges.

In the case of emergency service(s)—other than routine service(s), as defined by the Facilities Management Department—the vendor may perform that service, under the direction of the Facilities Management Department. Then, the vendor must submit a service ticket to the building engineer that will be used to prepare a formal Purchase Requisition; and, in turn, a formal purchase order number will be generated. The vendor must then list this Purchase Order Number on all subsequent original invoices requesting payment. However, if such services are performed under an MEP Annual Contract, then a *Goods* purchase order may be issued to cover the invoice charge. The services, including delivered item/part and services, are to be received in SAP by the County Department in the usual manner (quantity = 1 AU). For SAP instructions, refer to the Tarrant County Training Materials Section of ESS (TRAINING >> SAP TRAINING DOCUMENTS).

## Section 20

### PROCUREMENT CARD PROCEDURES

#### PURPOSE

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, has formulated a policy to govern the use of County issued procurement cards and to define the limits of use of County issued procurement cards provided to certain personnel in order to provide immediate access of goods or services or work stoppage situations.

#### ATTACHMENTS

1. "Procurement Card Account Application Form"
2. "Employee Agreement"
3. "Purchasing Log"

#### DEFINITIONS

Vendor: A company from which a cardholder is purchasing materials and/or equipment or services under the provisions of this procedure.

Cardholder: Personnel who have been issued procurement cards and who are authorized to make purchases in accordance with these procedures

Direct Supervisor: This individual shall review and approve a cardholder's monthly statement of account.

Coordinator: The County Purchasing Agent is responsible for all program details, including all cardholder inquiries.

Employee Agreement: The cardholder, department head or elected official understand this policy and the responsibilities of the cardholder.

Point of Sale: A retail, supply house, or similar location that the cardholder may make a purchase over the counter and leave with the goods or receive the service immediately.

Procurement Card: A credit card but used in a business environment with limits on cardholder usage.

Purchasing Log: Monthly listing or log of each procurement card transaction and other prescribed information that is formulated by the cardholder and submitted with the monthly statement and other documentation.

Requisitioner: Anyone who initiates a request for goods or services

Statement of Account: A monthly listing of all transactions by the cardholder, issued by the bank directly to the cardholder and the coordinator.

Single Purchase Limit: A dollar amount limitation of purchasing authority delegated to a cardholder. This dollar limit has been established by the Commissioners Court.

## PROCEDURES

### A. INTRODUCTION

This program is being established in order to provide immediate access to goods and services to prevent a costly delay. A Procurement Card can dramatically shorten the processing time necessary in the traditional requisition process to prevent a costly delay. Those who have been issued procurement cards may initiate a transaction within the limits of this procedure and receive goods or services.

### B. RECEIVING A PROCUREMENT CARD

Only Department Heads or Elected Officials may propose personnel to be cardholders by sending a signed memo to the Coordinator.

Since the Commissioners Court shall designate the number of cards per department, this request will be either approved or denied after being placed on the Court agenda. The Commissioners Court may also authorize additions or deletions of personnel who have use of these cards. The Coordinator may request an increase or deletion of personnel having the use of these cards in the event of an emergency.

Either the Coordinator or the Auditor may retrieve and destroy cards as required to protect the County's interests.

The proposed cardholder and the requesting Department Head or Elected Official shall be issued a copy of this procedure and will be required to sign a Commercial Card Application and an Employee Agreement. The Employee Agreement indicates that the cardholder and the Department Head or Elected Official understand the procedures and the responsibilities of a cardholder.

The Coordinator shall maintain all records of procurement card requests, spend limits, cardholder transfers, and any lost, stolen, or destroyed card information. A procurement card may be revoked by the Coordinator if this policy is not adhered to.

### C. AUTHORIZED PROCUREMENT CARD USE

1. The procurement card that the cardholder receives has his or her name embossed on it and shall be used ONLY by the cardholder. NO OTHER PERSON IS AUTHORIZED TO USE THE CARD WITHOUT THE CARDHOLDERS PRIOR KNOWLEDGE. The cardholder may make transactions on behalf of others in their department to prevent a costly delay. However, the cardholder is responsible for all use of his or her card.
2. Either the Coordinator or the Auditor will report cards lost, stolen, or used without the permission of the County to the applicable party.
3. All purchases are contemplated to occur within the United States and not in any foreign country. Use in a foreign country must have prior authorization from the Coordinator or Commissioners Court.

4. Use of the procurement card shall be limited to the following conditions:
  - a) The total value of a transaction shall not exceed the approved monthly total spend limit or card limit unless authorized by the Coordinator. If extenuating circumstances were to occur, the Coordinator or Auditor should be consulted immediately for guidance.
  - b) All items purchased shall be available immediately at the time of procurement card use, with no back ordering allowed.
  - c) Payment for a purchase cannot be split into multiple transactions to stay within the single purchase limit or monthly card limit unless authorized by the Coordinator!
  - d) Procurement card purchases for meals, travel, and hotel expenses are generally allowed, but are for expenditures governed by the Tarrant County Travel Policy in effect at the time unless preapproved by the Commissioners Court.. The cardholder may use the card for a non-cardholder employee, but is responsible for obtaining documentation of charges as prescribed by this policy.
  - e) The cardholder shall inform the vendor that goods and services are tax exempt.
  - f) The cardholder will maintain a Purchasing Log that provides a summary of procurement card transactions.

D. UNAUTHORIZED PROCUREMENT CARD USE

1. The procurement card **SHALL NOT** be used for the following:
  - a) personal purchases;
  - b) a single purchase that exceeds the \$1,000.00 per month limit established by the Commissioners Court;
  - c) entertainment expense;
  - d) cash advances including gift cards unless authorized by the Coordinator;
  - e) telephone calls; and
  - f) monthly service fees unless authorized by the Coordinator.

Department Heads or Elected Officials may enact a more restrictive policy regarding usage of cards within their respective departments.

2. A cardholder who makes unauthorized purchases, carelessly uses the procurement card, or fails to turn in the appropriate documentation may be liable for the total dollar amount of such purchases and any fees charged by the bank in connection with the misuse. The cardholder will also be subject to disciplinary action and potential termination from his or her job.

#### E. MAKING A PURCHASE

It is the County's policy to seek competition whenever possible, utilize existing contracts, and seek the lowest prices within the parameters of quality and delivery. Prior to using the procurement card, the cardholder will make a reasonable effort to determine sources currently available for goods and services to ensure the best price and delivery. Whenever possible, the Purchasing Department will establish annual price agreements and identify the preferred suppliers.

Cardholders will utilize the following "checklist" when making a purchase:

1. Check with Purchasing when possible, to see if vendors and prices have been established for the required goods or services. If not, solicit a number of sources including HUB vendors as reasonable to the situation.
2. Once a vendor is designated take the following steps:
  - a) Confirm that the vendor accepts MASTERCARD.
  - b) Direct the vendor to include the following information on the shipping label and packing list:
    - i. Cardholder's name
    - ii. Telephone number
    - iii. Complete delivery address
    - iv. The words "Procurement Card Purchase" inserted in the PO field
    - v. The vendor's order number
  - c) It is extremely important that all purchases be sent to the cardholder ordering the merchandise, as this will ensure that the documents necessary for the record keeping are readily available to the cardholder.

#### F. CARDHOLDER RECORD KEEPING

Whenever a procurement card purchase is made, documentation shall be retained as proof of the purchase. Such documentation will be used to verify the purchases listed on the cardholder's monthly statement of account and must contain specific information of each item purchased. Examples of documentation includes invoices and a customer copy of the charge receipt.

The cardholder shall retain the invoice and original customer copy of the charge receipt. The cardholder is responsible for making sure that the vendor lists the quantity and fully describes the item(s) on the charge receipt. The transaction's details should also be added to the cardholder's Purchasing Log.

Whenever possible, documentation must include a list of attendees for business-related luncheon and meals.



## G. REVIEW OF MONTHLY STATEMENT

At the end of each billing cycle, the cardholder shall receive from the bank a monthly statement of account that will list the cardholder's transaction(s) for that period.

The cardholder shall check each transaction listed against the purchasing log, receipts, and any shipping documents to verify the monthly statement.

The original sales documents (packing slip, invoice, or receipts) for all items listed on the monthly statement **MUST** be neatly attached, in purchasing log sequence, to the statement. This data attachment is critical to enable audit substantiation. **IF THIS POLICY IS NOT ADHERED TO, THE PROCUREMENT CARD WILL BE REVOKED.**

After this review, the cardholder must sign the statement and present the monthly statement to approving supervisor for approval and signature within two days of receiving. The cardholder shall verify that the reviewed and approved statement is forwarded to the Procurement Card Coordinator.

The approving supervisor must check the cardholder's monthly statement and purchasing log and confirm with the cardholder the following items:

1. Receipts exist for each purchase.
2. The goods were received or the services were performed.
3. The cardholder has complied with all applicable procedures.

The approving supervisor's signature of approval on a cardholder's monthly statement indicates that the cardholder was authorized to make those purchases and those purchases were made in accordance with the applicable procedures.

If a purchased item is not satisfactory, received wrong, damaged and/or defective, duplicate order, etc., the cardholder should make contact with the vendor to explain the problem and inquire about return policies. The cardholder is responsible for returns.

If disputing a charge, the cardholder shall contact the merchant and contact the Coordinator, and include it with the statement package to the Coordinator.

1. If an item has been returned and a credit voucher received, the cardholder shall verify that this credit is reflected on the monthly statement.
2. If purchased items or credits are not listed on the monthly statement, the appropriate transaction documentation shall be **RETAINED** by the cardholder until the next monthly statement. If the purchase or credit does not appear on the statement within sixty (60) days after the date of purchase, the cardholder or approving supervisor shall notify the Coordinator.
3. If items purchased by the use of the procurement card are found to be unacceptable, the cardholder is responsible for obtaining replacement or correction of the item as soon as possible. If the vendor has not replaced or corrected the item by the date the cardholder receives the monthly statement, then the purchase of that item will be considered in dispute.

#### H. MONTHLY SUMMARIES

Monthly Account Summaries, listing all transactions, shall be issued by the bank to the appropriate Coordinator and approving Department Head/Elected Official. These summaries will allow the approving supervisors to track their cardholder's activities and act as a checklist for the Coordinator to anticipate which approved monthly statements are due from which cardholders.

The approved monthly statements, Purchasing Logs and other documents supporting the purchases shall be forwarded immediately to the Coordinator. The cardholder shall review the monthly statement, attach the relevant documentation, obtain department review and approval and forward to the Coordinator within two (2) days of receipt of the statement. More than two (2) reminders to a cardholder that an approved monthly statement is delinquent will be grounds for withdrawing or suspending the procurement card by the Coordinator.

Upon receipt of statements and documentation, the Coordinator will review the information for reasonableness. The Coordinator will forward the statements and documentation for payment.

#### I. CARD SECURITY

It is the cardholder's responsibility to safeguard the procurement card and account number to the same degree that a Cardholder safeguards personal credit information.

The cardholder must not allow anyone to use the account number without the cardholders permission. A violation of this trust will result in that cardholder having the card withdrawn and disciplinary action.

If the card is lost or stolen, the cardholder shall immediately notify the bank at 1-800-316-6056. Representatives are available 24 hours a day. Cardholder must advise the representative that the call is regarding a MasterCard Purchasing Card.

The Coordinator must also be notified immediately.

A new card shall be promptly issued to the cardholder after the reported loss or theft. A card that is subsequently found by the cardholder after being reported lost shall be destroyed by the Coordinator.

#### J. CARDHOLDER SEPARATION

Prior to separation from the County, the cardholder shall surrender the procurement card and current procurement card purchasing log to the Department Head or Elected Official. Upon its receipt, the Department Head or Elected Official will review, approve, and forward to the Coordinator the month end procurement card statement and return the card to the Coordinator.

If an employee transfers into a different position or department, the Coordinator is to be informed and the department should update the paperwork held by the Coordinator. The Coordinator may require additional information to determine if the procurement card remains necessary and if the Commissioners Court will need to approve the continued use.

## **ADMINISTRATIVE GUIDELINES**

- A. The Coordinator shall maintain all records of procurement card requests, dollar limitations, cardholder transfers, and any lost/stolen/destroyed card information. The Coordinator shall report cards lost, stolen, and inappropriate transactions to the Commissioners Court.
- B. The Coordinator is responsible for administering the Cardholder Application, Employee Agreement, Purchasing Log Form, and procedures in compliance with this policy.

## U.S. Commercial Card Application

## COMPANY / ORGANIZATION INFORMATION

Company / Organization Name\* Bank Number\* Company Number\* Agent Number\* (card design code)

## APPLICANT SECTION\* - \* indicates a required field

Account Holder Type\*: **Individual** **Department** (if card issued to department please skip 1 and 6)

## 1. APPLICANT INFORMATION

Full First Name\* Middle Initial Last Name\*

Date of Birth\* (mm/dd/yyyy) Employee ID

## 2. ACCOUNT SECURITY

(Access Code 1 and Access Code 2 cannot be the same)

Access Code 1\* (any 4 digit number)

Access Code 2\* (any 4 alpha/numeric characters)

## 3. NAME AS IT WILL APPEAR ON CARD

Name as it will appear on Card\* (21 character limit - including spaces)

Second line to appear on Card (21 character limit - including spaces) e.g. Company Name/Other, etc.

## 4. ACCOUNT CONTACT INFORMATION

Business email address\*

Business phone number\*

Mobile phone number\*

## 5. ACCOUNT MAILING ADDRESS

Mailing Street Address\*

Mailing Street Address Line 2 (if applicable)

City\*

State\* Zip Code\*

## 6. HOME ADDRESS

Home Street Address\*

Home Street Address Line 2 (if applicable)

City\*

State\* Zip Code\*

## ADMINISTRATOR SECTION\* - \* indicates a required field

## 7. ACCOUNT SPEND LIMITS/CONTROLS

\$ Spend Limit\* Cycle Transaction Limit  
\$ Single Amount Limit Daily Amount Limit  
\$ Daily Transaction Limit Cash Advance Limit

## 9. ACCOUNT PARAMETERS - OPTIONAL

Rush Delivery (fee may apply. No P.O. box)

Executive Card

Declining Balance

Card Delivery Code -  
Site ID

Accounting Code

Effective Begin Date Effective End Date  
(mm/dd/yyyy) (mm/dd/yyyy)

## 8. MERCHANT CATEGORY CODE GROUP SPEND LIMITS

MERCHANT CATEGORY CODE GROUP NAME*	Include (I)/ Exclude (E)*	CYCLE SPEND	CYCLE TRANS #	SINGLE AMOUNT	DAILY AMOUNT	DAILY TRANS #
		\$		\$	\$	
		\$		\$	\$	
		\$		\$	\$	
		\$		\$	\$	
		\$		\$	\$	
		\$		\$	\$	
		\$		\$	\$	
		\$		\$	\$	
		\$		\$	\$	

## 10. HIERARCHY - \*\*do not complete unless instructed during program set-up

Level 1 - if applicable\* Level 2\*\* Level 3\*\* Level 4\*\* Level 5\*\* Level 6\*\*

## 11. ADMINISTRATOR CERTIFICATION - please read and sign

I am an authorized representative of the company and by submitting this application for a commercial card(s) for the applicant(s) listed above, I certify that:

- the information in the application and its supporting documents is accurate to the best of the company's knowledge, information and belief
- the identity of the applicant(s) has/have been verified and the applicant(s) is/are employee(s) or agent(s) of the company and is/are authorized to apply for and use the card(s) to incur expenses for the company, and
- the applicant(s) has/have consented to their information being provided for this application and a card(s) being issued in their name.

The company will maintain evidence of the applicant's consents and will give this evidence to JPMorgan Chase Bank, N.A., Chase Bank USA, N.A. or their affiliates upon request.

Program Administrator / Approver Name Printed\*

X

Program Administrator / Approver Signature\* (ELECTRONIC ACCEPTABLE)

Date\*

Program Administrator (Authorized Signer) Submit Application to:

Email: CCS-Account-Services@chase.com

US\_CC\_0820

## EMPLOYEE AGREEMENT

I, \_\_\_\_\_, hereby request a Procurement Card, hereafter the Card. As a holder, I agree to comply with the following terms and conditions regarding my use of the Card.

1. I understand that I am being entrusted with the Card and will be making financial commitments on behalf of the County.
2. I understand that the County is liable to Chase Bank for all charges made on the Card. I understand that I am liable for all charges not in compliance with this Agreement or with the Tarrant County Procurement Card Policy/Procedures Manual, hereafter the Manual.
3. I agree to use this Card for purchases in compliance with the manual and agree not to make purchases in violation of the policy set forth in the Manual. I understand that the County Auditor will audit the use of this Card and that appropriate actions will be taken to enforce this agreement and violations of the Manual.
4. Failure to follow Manual may result in the revocation of my use of the Card and other possible disciplinary actions.
5. I have received a copy of the Manual and understand the requirements of the Card's use.
6. I agree to return the Card immediately upon request or upon termination of my employment (including retirement).
7. If the Card is lost or stolen, I agree to notify the Purchasing Agent and Chase Bank immediately. If the Card is used in a manner not authorized by the manual, I agree to notify the Purchasing Agent immediately.
8. I understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the policy as set forth in the Manual.
9. **Purchases made in violation of the policy as set forth in the Manual will subject me to liability for the total dollar amount of such unauthorized purchases.**

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Employee Signature	Department	Date
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Elected/Appointed Official or Department Head	Date
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**PURCHASING LOG  
FOR PURCHASING CARD TRANSACTIONS**

BY \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

PURCHASING CARD ACCOUNT NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

VENDOR \_\_\_\_\_

**DESCRIBE IMMEDIATE ACCESS OF GOODS OR SERVICES OR WORK STOPPAGE SITUATIONS:**

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ITEMS PURCHASED	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT CODING
1.		\$	\$	
2.		\$	\$	
3.		\$	\$	
4.		\$	\$	
5.		\$	\$	
6.		\$	\$	
7.		\$	\$	

**Attach Additional Sheet(s) if required**

**I CERTIFY THE ABOVE LISTED ITEMS WERE PURCHASED TO PROVIDE IMMEDIATE ACCESS OF GOODS OR SERVICES OR RELIEVE A WORK STOPPAGE AND THE ITEMS WERE RECEIVED AND UTILIZED BY THE COUNTY.**

**Prepared By \_\_\_\_\_ Date \_\_\_\_\_**

**Approved By \_\_\_\_\_ Date \_\_\_\_\_**

## Section 21

### HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

#### 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.

#### DEFINITIONS

Historically underutilized businesses (HUBs) – also know 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 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.

## 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:
    - a) the availability of HUB firms within the specific category of goods or services to be procured; and
    - b) 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 (1) 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 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.

## **ADMINISTRATIVE GUIDELINES**

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

## **Section 22**

### **DEBARMENT AND SUSPENSION** **Executive Orders 12549 and 12689**

#### **PURPOSE**

In an effort to provide assurance to the Federal Government that the State of Texas and its sub-recipients comply with Federal Executive Order 12549 and 12689, 2 CFR part 200, ("Sub-awards to debarred and suspended parties"), and the Texas Uniform Grant Management Standards (UGMS), the Texas Department of Public Safety/Texas Homeland Security-State Administrative Agency requires all Homeland Security Grant Program sub-recipients (to include all programs administrated by the TXDPS/THS-SAA) check the debarment status of all vendors before contracting with or making any purchases with funds from any federal grant.

Debarments may be based on convictions, civil judgments or fact based cases involving environmental crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, non-performance or false statements as well as other causes. The imposition of a debarment period is for a set period of time decided on a case by case basis.

Suspension may be based on indictments, information or adequate evidence involving environmental crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, non-performance, or false statements. This is a temporary action which may last up to one year and is effective immediately.

#### **AUTHORITY**

Executive Orders 12549 and 12689 – Debarment and Suspension

#### **POLICY**

Prior to procuring or entering into a contract for grant-funded goods or services, the sub-recipient must check debarment status of the vendor using the System for Award Management (SAM) and document that verification has occurred. This policy applies to the procurement of all goods or services regardless of unit price or quantity.

#### **OFFICIAL REPRESENTATIVE**

The County Purchasing Agent shall verify the debarment status of all vendors prior to utilizing any Federal Grant Funds, using SAM.gov.

## **PROCEDURE**

The following procedure applies to all purchases funded by Homeland Security or any federal grant funds. No contract will be awarded to any vendor whose name appears on the debarment list prior to notifying the Purchasing Agent.

1. Go to the SAM website.
2. The County Purchasing Agent or their agent will search SAM for the vendor.
3. If the vendor is found to be debarred, the vendor may not be used for procurement utilizing Federal Grant Funds.
4. Print the screen page and retain the procurement documentation.
5. A copy of the screen print indicating the vendor is not debarred, at the time of the procurement, must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement of advance.

## **Section 23**

### **TRAINING**

The Tarrant County Criminal District Attorney's Office has ruled that training is NOT a professional service and therefore subject to the same bid laws as outlined in Texas Local Government Code 262.

Training requests will be handled in the same manner as any request for goods or services.

Only the County Purchasing Agent may grant an exemption regarding Section 22, Requests for Quotations.

Only the Commissioners Court may grant an exemption in accordance to Texas Local Government Code 262.024.

### **PROCEDURE**

Once a department is aware of a training need, they will need to contact the Purchasing Department. The buyer will determine how to proceed with the request, through a bid, quote exemption or sole source. If a competitive process is determined, a detailed Scope of Work will be requested from the department.

Scheduling training without going through this process may be considered an unauthorized purchase.

This procedure applies to the following sections in this Procedure Manual:

- Sections 8, 17, 18, 19, 20, 21, 22, and 23.

## **Section 24**

### **BEST AND FINAL OFFER (BAFO)**

#### **INTRODUCTION**

The Best and Final Offer (BAFO) process represents an optional step process in the Request for Proposal (RFP) process and is not part of contract negotiations. A BAFO is requested from one (1) more respondents for their best price(s) for a specific solicitation prior to determining contract award.

#### **AUTHORITY**

Texas Local Government Code, 262.0295(e); 262.030(e)

#### **POLICY**

BAFOs may be conducted with only those respondent(s) most likely to be awarded a contract as determined by the evaluation committee.

#### **PROCEDURE**

The BAFO process may be used when:

1. No single response addresses all the specifications.
2. The cost submitted by all respondents is too high.
3. The scores of two (2) or more respondents are very close after the evaluation process.
4. All respondents submitted responses that are unclear or deficient in one or more areas.
5. To obtain the best price.

Procedures for the use of the BAFO process:

1. The original RFP document should contain language that indicates that the BAFO process “may” be used.
2. The evaluation committee and Purchasing will determine if the BAFO process will be conducted and who will be invited to participate.
3. The evaluation committee may restrict the number of respondents invited to submit a BAFO or may offer the option to all respondents. Any respondent(s) deemed not likely to be awarded may be dropped at this point and noted in the documentation. These responses(s) will not figure into the scoring thereafter.
4. In order to develop the content of the BAFO, the buyer may collect questions about the responses from the evaluation committee.

5. The content of the BAFO may also be developed as a result of negotiations with the respondent(s) most likely to be awarded a contract.
6. The evaluation committee through Purchasing may request that the respondent(s) readdress important aspects of the response such as the implementation schedule, level of support, type or amount of resources proposed, contract terms and conditions, or cost.
7. The buyer will send out the request for BAFOs in a letter stating the areas to be covered and the date and time by which the BAFO must be returned.
8. All communication to and from respondents regarding the BAFO will be coordinated by the buyer. This may be in the form of an original response, fax or email, and on company letterhead with an authorized signature.
9. BAFOs submitted after the deadline may not be accepted.

Content and structure of best and final solicitations:

1. BAFO must contain specific information on what is being requested. The integrity of the scope of the original RFP must be maintained.
2. Respondent(s) are not required to submit a BAFO and may submit a written response stating that their response remains as originally submitted.
3. The BAFO must not identify either the current rank of any of the respondents or the lowest price currently submitted.
4. Respondent(s) may be requested to make an oral presentation regarding their BAFO.

Scoring of BAFOs:

1. Evaluation committee members score or re-score the technical portion of the BAFO.
2. Evaluation score sheets for the BAFOs will be developed and provided to the evaluation committee members by the buyer. All scoring worksheets (original evaluation scores, oral presentation scores, best and final scores) will be included with the court communique, with the original scored matrix on the bottom, the presentation matrix next, and best and final matrix on top. Scores for the BAFOs are entered into a NEW score sheet/summary worksheet (matrix) by the buyer.
3. Price proposals (if requested) are evaluated by the buyer. Only the price proposals from the respondent(s) asked to participate in the BAFO process will be used to calculate the score.

## Section 25

### COUNTY OWNED ASSETS

#### **INTRODUCTION**

The taxpayers of Tarrant County have an enormous investment in our county buildings, equipment, and furnishings. As public servants, County employees are responsible for the care and custody of this large investment. Not only is it good accounting policy to maintain accurate inventory records of all county assets, it is also mandated by State law.

#### **AUTHORITY**

On July 1 of each year, the county purchasing agent shall file with the county auditor and each of the members of the board that appoints the county purchasing agent an inventory of all the property on hand and belonging to the county and each subdivision, officer, and employee of the county. (See: Section 262.011(i) – Local Government Code).

The Purchasing Agent has control over the transfer of county supplies, materials, and equipment from a subdivision, department, officer, or employee of the county that are not needed or used to another subdivision, department, officer, or employee requiring the supplies or materials or the use of the equipment, with the approval of the Commissioners Court. (See: Section 262.011(j) – Local Government Code).

In addition, the Purchasing Agent assists the Commissioners Court in identifying and disposing of assets that the Court has declared to be surplus property or salvage property in accordance with Local Government Code, Chapter 263, Subchapter D, Disposition of Salvage or Surplus Property. The Purchasing Agent assists the Commissioners Court in obtaining a contract to dispose of the property in a variety of ways. The statute also allows the Commissioners Court to offer the property as a trade-in for new property of the same general type if deemed in the best interest of the county.

#### **DEFINITIONS**

Asset Coordinator – The individual designated by each Department Head to serve as the liaison to the Purchasing Department's Fixed Asset Coordinator and the Information Technology Department.

Capital Assets – Property such as equipment, vehicles, and technology assets, including hardware and software valued at \$5,000 or more. These assets are capitalized.

Controlled Assets – A firearm asset such as a handgun, rifle, taser, or shotgun of any value.

Fixed Asset Coordinator – The individual designated by the Purchasing Agent responsible for the physical inventory, including the disposal, transport, and storage of assets.

Grant Assets – Assets purchased using grant funds. These assets must be tracked as required by the granting agency.

Heavy Equipment – Heavy duty vehicles or equipment used for operations.

Lost Assets – Assets considered unrecoverable. Reportable to Commissioners Court.



Low Value Furniture, and Equipment Assets – Furniture and equipment valued of \$1,500 - \$4,999.

Low Value Technology Assets – Technology assets such as computers, printers, and scanners valued at \$500 to \$1,499.99.

Missing Assets – Assets not located but recovery is anticipated within a year.

Salvage Property – Because of use, time, or accident, property so worn, damaged, or consumed it has no value for the purpose for which it was originally intended, but may have some salvage value.

Stolen Assets – Assets considered unrecoverable, requiring a police report. Reportable to Commissioners Court.

Surplus Property – Property not in use but considered to have future usefulness, either as originally intended or otherwise.

## **POLICY**

### **RESPONSIBILITIES BY DEPARTMENT**

#### **A. PURCHASING DEPARTMENT**

Local Government Code 262.011(i) states, *“On July 1 of each year, the county purchasing agent shall file with the county auditor and each of the members of the board that appoints the county purchasing agent an inventory of all the property on hand and belonging to the county and each subdivision, officer, or employee of the county.”*

Local Government Code 262.011(j) states, *“To prevent unnecessary purchases, the county purchasing agent, with the approval of the commissioners court, shall transfer county supplies, materials, and equipment from a subdivision, department, officer, or employee of the county that are not needed or used to another subdivision, department, officer, or employee requiring the supplies or materials or the use of the equipment. The county purchasing agent shall furnish to the county auditor a list of transferred supplies, materials, and equipment.”*

#### **B. AUDITOR’S OFFICE**

Local Government Code states *“The county auditor shall carefully examine the inventory and make an accounting for all property purchased or previously inventoried and not appearing in the inventory.”*

#### **C. ALL DEPARTMENTS**

Each Department Head has the primary responsibility for safeguarding all technology, vehicles, heavy equipment, furniture, and other equipment assigned to their department. Annually, each Department Head must ensure that an annual inventory is performed to account for all high value and low value furniture and equipment assigned to their department as recorded in the Tarrant County fixed asset inventory system. The Department Head shall sign and verify the inventory list using the Asset Inventory Verification Form FA-02. Each department’s Asset Coordinator should submit the appropriate documentation to the Purchasing Department.

The Information Technology Department (ITD) and Department Heads are jointly responsible for the inventory of technology-related assets. After ITD completes its inventory, ITD provides a report to the Purchasing Department. This report includes any discrepancies identified by ITD during its inventory.

The Purchasing Department and/or the Auditor’s Office may “spot check,” or conduct a full inventory of any county department and recommend changes.

## RECEIPT, TRANSFER, AND DISPOSAL OF ASSETS

### A. RECEIPT OF NEW ASSETS

Departments are responsible for tagging Capital Assets, Low Value Furniture and Equipment Assets, and Grant Assets using the barcoded tags provided by Purchasing. Substantial shipments of assets to be received at different locations may require additional planning and tagging assistance from Purchasing. Upon receipt of the new asset, the department or Purchasing will apply the barcode. Any missing information in the fixed asset system including but not limited to serial number, model, make, or asset location should be conveyed to the Fixed Asset Coordinator. Barcode tags should be located in plain view and where access is not impaired or difficult to reach. Tag location should also enable the passing of scanner equipment over the tag's barcoding.

To ensure proper tagging of technology assets, under normal circumstances ALL purchased technology assets must be delivered to and received by ITD. ITD is responsible for creating or procuring specially colored and/or uniquely identifiable barcoded tags to assist in identifying Tarrant County technology assets and then entering the barcode and appropriate information into SAP. ITD will also maintain a comprehensive list of these assets.

In general, tags should be placed in plain view and allow easy access. Tag location should approximate the initial point of user contact with the asset. Asset tags may not be removed from Tarrant County property. Both knowingly removing or causing the tag to be removed, altered or obliterate and possessing, selling, or offering to sell county property knowing that the asset tag number has been removed are criminal offenses under Texas Penal Code Section 31.11 Tampering with Identification Numbers.

Assets such as heavy equipment, vehicles, controlled assets, and some technology assets will NOT be physically tagged. A separate list of asset tags will be maintained by the individual departments.

### B. TRANSFER OF ASSETS

The Purchasing Agent is authorized by the Commissioners Court to transfer supplies, materials and equipment among the various county departments. The transfer or trade of any Capital Asset or Low Value Furniture and Equipment Asset from one department to another must be documented on Form FA-01, Transfer or Disposal of County Assets. This form should then be forwarded to Purchasing, while the originating department retains a copy for their files. Facilities Management is responsible for the physical movement of all assets if needed, with the exception of technology assets. Facilities Management will not transfer any asset without completing Form FA-01.

ITD is responsible for the transfer of **all** technology assets. Any transfers should be documented by an ITD Transfer Sheet. ITD is also responsible for updating the fixed asset system to show the new location of a transferred technology asset.

## C. DISPOSAL OF ASSETS

Assets that are no longer needed or are damaged, worn or replaced by a new asset may be sent to the Purchasing warehouse for disposal or auction. The disposal of these assets must be documented on Form FA-01, Transfer or Disposal of County Assets. This form should then be forwarded to Purchasing, while the originating department retains a copy for their files. Excluding technology assets, Facilities Management is responsible for the physical movement of these assets to the warehouse after completing Form FA-01. Technology assets will be moved by ITD and prepared for disposal or auction after completing the Transfer Sheet. Grant Assets require approval by the granting agency prior to disposal.

The Commissioners Court may authorize the Purchasing Agent to dispose of surplus or salvage items. Surplus or salvage assets may be sold by competitive bid or auction by the Purchasing Agent as provided in Section 263.152 of the Local Government Code. The statute also allows the Commissioners Court to offer the property as a trade-in for new property of the same general type if deemed in the best interest of the county. Any stolen, abandoned or confiscated property seized by a peace officer may be disposed of in accordance with Article 18.17, Texas Code of Criminal Procedure.

### **LOST/STOLEN PROPERTY**

The Department Head must report, in writing, any lost or stolen property immediately to the Purchasing Agent. Stolen property must be reported to the proper law enforcement agency, and a copy of the police report must be provided to the Purchasing Agent. If an asset cannot be located or recovered, it will be removed from the department's asset inventory upon approval by the Commissioners Court.

### **SURPLUS ASSETS FROM WAREHOUSE**

Excluding technology assets, Purchasing will maintain a comprehensive list of assets stored at the warehouse. All county departments are urged to contact Purchasing if they are in need of any particular asset prior to purchasing one. Assets received from the warehouse must be documented on Form FA-01, Transfer or Disposal of County Assets. This form should then be forwarded to Purchasing, while the originating department retains a copy for their files. Facilities Management is responsible for the physical movement of the asset from the warehouse to the using department only after Form FA-01 has been completed.

### **ANNUAL INVENTORY**

Local Government Code 262.011(i) mandates that the County Purchasing Agent must file a complete inventory on or before July 1 of each year. The following information is provided to help departments accomplish their part in this process. In addition, Purchasing will be available to answer questions, if requested.

## A. DEPARTMENT ASSET COORDINATOR

Each Department Head should designate one employee per division or area to serve as the Asset Coordinator for that department. The person assigned should be generally familiar with the assets used by that department. The designated Asset Coordinator is then responsible for performing all duties pertaining to asset management for items assigned to that department.

## B. ANNUAL ASSET INVENTORY REPORT DISTRIBUTION

The Purchasing Department will send a formal inventory request and an Asset Inventory Report listing all Capital Assets and Low Value Furniture and Equipment Assets to each Department Head as of January 31 annually. The reports will list assets assigned to the department and show the due date the inventory should be completed and returned to the Purchasing Department's Fixed Asset Coordinator.

ITD will prepare a Technology Asset Inventory Report listing all capitalized, grant purchases, and low value technology assets (including hardware and software) assigned to county departments as of January 31 annually.

## C. DETERMINING ACTUAL INVENTORY

The department's Asset Coordinator should lead the effort to locate and account for Capital Assets and Low Value Furniture Assets and Equipment Assets assigned to the department. Assets such as heavy equipment, vehicles, controlled assets, and some technology assets will NOT be physically tagged. The process can be most effectively accomplished by assigning pairs of employees to count and record all items within a specific area located and accounted for during inventory.

The department's Asset Coordinator should ensure that any changes, including location changes, are recorded next to the appropriate item on the Asset Inventory Report provided by Purchasing. Purchasing should be notified of any items located by the department, but not found on the Asset Inventory Report for further research. The Purchasing Agent and the Auditor's Office will collaborate to ensure that appropriate changes are made to the fixed asset inventory system.

ITD staff should lead the effort to locate and account for Low Value Technology Assets, and Capital Assets assigned to departments. ITD is responsible for noting any differences between the physical inventory and the fixed asset system to the Purchasing Department's Fixed Asset Coordinator. ITD and the Auditor's Office will collaborate to ensure that appropriate changes are made to the fixed asset inventory system.

Any discrepancies between the physical inventory and the Asset Inventory Report should be noted. Some examples of discrepancies may include a description, location, serial numbers, etc.

**Purchasing should be contacted immediately for the disposition of any of the following assets:**

1. "Missing" assets are those that cannot be located but are expected to be located within a year. Form FA-01, Transfer, or Disposal of County Assets, should **not** be submitted as long as the item is considered "missing".
2. "Lost" or "stolen" assets are those considered unrecoverable. All stolen items should be reported to the proper law enforcement agency. A police report and Form FA-01, Transfer, or Disposal of County Assets, should be submitted to Purchasing.

Upon completion of the inventory, the department's Asset Coordinator should forward the updated Annual Asset Inventory Report and a copy of the Asset Inventory Verification Form, Form FA-02, signed by each Assets Coordinator and the Department Head/Elected Official, verifying the report's accuracy to Purchasing. Any completed Transfer or Disposal of County Assets forms (FA-01) documenting asset status changes should also be sent to Purchasing at this time.

Upon completion of the inventory of technology assets, ITD should forward the updated Asset Inventory Report and a copy of the Asset Inventory Verification Form, Form FA-02, signed by the department's Asset Coordinator, Department Head, and the Chief Information Officer, to Purchasing.

**D. RECEIPT AND UPDATE OF DEPARTMENT ANNUAL ASSET REPORT**

After receipt and review of the department's annual Assets Inventory Report, Purchasing will correct any asset locations recorded in the county's fixed asset inventory system.

**E. RECONCILIATION OF ACTUAL TO RECORDED INVENTORY**

The Auditor's Office will perform a reconciliation of the physical inventory to the inventory recorded and the fixed asset inventory system. The Auditor's Office will also request Commissioners Court approval for the removal of any lost or stolen assets from the fixed asset inventory system.

## TARRANT COUNTY

### TRANSFER OR DISPOSAL OF COUNTY ASSETS

Date: \_\_\_\_\_

To: PURCHASING DEPARTMENT, FIXED ASSET COORDINATOR

From: \_\_\_\_\_ Location: \_\_\_\_\_

#### TYPE OF TRANSACTION

ASSET TRANSFER \_\_\_\_\_ ASSET DISPOSAL \_\_\_\_\_

From Department \_\_\_\_\_ Location \_\_\_\_\_

To Department \_\_\_\_\_ Location \_\_\_\_\_

Asset Barcode Tag Number \_\_\_\_\_ Serial Number \_\_\_\_\_

Asset Description (Manufacturer, Model, Type of Item) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional Comments \_\_\_\_\_

#### CUSTODY TRANSFER PLEASE PRINT NAME, PHONE AND DATE BELOW

Asset Coordinator \_\_\_\_\_ Date \_\_\_\_\_

Department Head \_\_\_\_\_ Date \_\_\_\_\_

Facilities Transfer \_\_\_\_\_ Date \_\_\_\_\_

Other Transfer \_\_\_\_\_ Date \_\_\_\_\_

Purchasing Receiving \_\_\_\_\_ Date \_\_\_\_\_

Other Receiving \_\_\_\_\_ Date \_\_\_\_\_

#### **PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS**

For questions, please contact the Purchasing Department Fixed Asset Coordinator at 817-223-3290

Email: [Klhendricks@tarrantcounty.com](mailto:Klhendricks@tarrantcounty.com)

Fax: 817-884-2629

FORM NO. FA-01

# **TARRANT COUNTY**

## **ASSET INVENTORY VERIFICATION FORM**

The annual inventory, through physical observation where applicable, of assets in the Tarrant County Department listed below has been conducted in accordance with the instructions provided. The printout of the stated Department with corrections and any other applicable forms is verified to be accurate. By signing below, the Official/Department Head accepts full responsibility for the inventoried assets assigned to the department listed.

**DEPARTMENT:** \_\_\_\_\_

**AUTHORIZED PERSON WHO VERIFIED INVENTORY:** \_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE / DATE

**DEPARTMENT HEAD:** \_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE / DATE

\*\*\*\*\*

*PURCHASING DEPARTMENT USE ONLY*

**DATE FORM RECEIVED:** \_\_\_\_\_

**PROCESSOR'S SIGNATURE:** \_\_\_\_\_

FORM NO. FA-02



## Section 26

### DISCLOSURE OF INTERESTED PARTIES House Bill 1295

#### **INTRODUCTION**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity, or state agency that either (1) requires an action, or vote by the governing body of the entity, or agency before the contract may be signed, or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Procedures related to Vendor Disclosure Requirements amended by Acts 2017, 85<sup>th</sup> R.S., Chapter 526 (SB 255) changes identified by italicized text apply only to a contract entered into or amended on or after January 1, 2018.

- (c) *Notwithstanding Subsection (b), this section does not apply to:*
- 1) *a sponsored research contract of an institution of higher education;*
  - 2) *an interagency contract of a state agency or an institution of higher education;*
  - 3) *a contract related to health and human services if:*
    - (A) *the value of the contract cannot be determined at the time the contract is executed; and*
    - (B) *any qualified vendor is eligible for the contract;*
  - 4) *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
  - 5) *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
  - 6) *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

#### **AUTHORITY**

House Bill 1295 – Certificate of Interested Parties

#### **POLICY**

Prior to award by Commissioners Court, the vendor must complete Certificate of Interested Parties (Form 1295) and submit a signed copy to the Purchasing Agent or his/her designee.

## **OFFICIAL REPRESENTATIVE**

The Buyer shall verify that a Certificate of Interested Parties (Form 1295), is on file prior to approval requiring Commissioners Court action and is filled out in accordance with The Texas Ethics Commission adopted rules.

## **PROCEDURE**

1. Before an award or renewal, including consent, may be presented to Commissioners Court, the Awardee must submit a completed Form 1295 to the Buyer unless exempt by State law.
2. When an apparent Awardee has been identified, the Buyer must contact them immediately and request Form 1295. The awardee must return completed form to the Buyer within ten (10) days of request.
3. Unsuccessful bidders or respondents are not required to complete Form 1295.
4. The Awardee must place the Tarrant County RFB, RFP, RFO, or RFQ number and title on Form 1295, in line #3. These numbers will be provided by the Bid Secretary. Sole Source vendors will need an RFQ number assigned over \$50K. These numbers will be provided by the Buyer. For tracking purposes, it is advisable that the Buyer indicates by use of an "I" (informal) or "F" (formal). For example, Request for Qualification: RFQ-2016-001-F; Request for Quotation: RFQ-2016-002-I. Reference this control number in the body of communicate.
5. Within thirty (30) days, Buyer must acknowledge, on the TEC website, the receipt of the correctly completed Form 1295. Best practice would be to acknowledge immediately.
6. Change orders, contract alterations, modifications, etc. will require a new Form 1295 from the Vendor. A new form is not required if within a twelve (12) month period referencing the same contract number.
7. When another entity uses a Tarrant County contract, they may request a copy of Form 1295. Cooperative contracts require a vendor to complete another Form 1295 and reference Tarrant County on line 2 and the cooperative bid number and name on line 3.
8. Contracts may require reference to Form 1295. Verify with Tarrant County Criminal District Attorney. If Form 1295 is referenced in a contract, attach a copy with the communicate.
9. Contracts involving CSCD do not require Form 1295 unless the CSCD contract is on the Purchasing Commissioners Court Agenda.

NO AWARD WILL BE MADE PRIOR TO TOTAL COMPLIANCE WITH THESE PROCEDURES.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

All other policy and procedures regarding contract award, contract modifications and contract administration remain the same.