

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

The deadline for receipt of all questions is 12:00 (Noon), Fort Worth, Texas time, _____ day, _____, 2022. After this question deadline, all questions and their responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed to _____, _____, via fax at 817-884-2629 or, if unable to fax, emailed to BidQuestions-RSVP@tarrantcounty.com.

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

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

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

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. 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.

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Bid in response to this solicitation, the Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Bid submission and time of award, the Bidder will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.

~~Effective September 1, 2017,~~ Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Section 2270.001(2) during the term of this contract. Bidder further verifies pursuant to Texas Local Government Code Section 2252.152 that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

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

VENDOR IS EXEMPT FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:

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

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

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

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

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

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5. **MINIMUM INSURANCE REQUIREMENTS: INSURANCE REQUIRED!**
- A. Vendor shall take out, pay for, and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to, and approved by Tarrant County.
- 1) Workers' Compensation/Employer's Liability
 - a. Worker's Compensation — statutory
 - b. Employer's Liability — \$500,000
 - 2) Commercial General Liability:
 - a. Bodily Injury/Personal Injury/Property Damage
— \$1,000,000 per occurrence/\$2,000,000 aggregate
 - 3) Auto Liability:
 - a. Combined Single Limit (CSL)
— \$500,000 per occurrence
- B. Tarrant County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.
- C. Required Provisions:
- 1) Proof of Carriage of Insurance – All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.
 - 2) All Certificates shall provide Tarrant County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
 - 3) As to all applicable coverage, policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
 - 4) All copies of the Certificates of Insurance shall reference the project name and solicitation number for which the insurance is being supplied.
 - 5) Vendor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
 - 6) If applicable, the Vendor is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

6. CRIMINAL BACKGROUND CHECK:

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

7. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:



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

TVORS REGISTRATION

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

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

<https://tvorspublic.tarrantcounty.com/>

  <p>100 E. Weatherford Street Fort Worth, Texas 76106 817-251-1111</p>	
Welcome to TVORS!	
Vendors that would like to receive bid opportunities from Tarrant County are encouraged to register in TVORS. Vendors are responsible to keep contact information current in TVORS so as to facilitate bid notifications from Tarrant County.	
Changes to TVORS contact information DOES NOT affect vendor information pertaining to Purchase Order or Remit To addresses.	
<p>Login to TVORS</p> <p>If you have already registered with TVORS, please go ahead and login.</p> <p>User ID: <input type="text"/></p> <p>Password: <input type="password"/></p> <p><input type="checkbox"/> Keep me signed in on this computer unless I sign out.</p> <p>VENDOR LOGIN</p> <p>If you have forgotten your password, enter your email address below and click the Forgot Password button. We will send you an email including your User ID and password.</p> <p>Email Address: <input type="text"/></p> <p>FORGOT PASSWORD</p>	<p>Register with TVORS</p> <p>There are four steps to the TVORS registration process. You will have the option to save your work after the completion of each step. You may then login to your TVORS account at anytime to make changes or to complete the registration process.</p> <p><i>You must complete all mandatory information in order to be considered for bid opportunities from Tarrant County Purchasing.</i></p> <p>To complete your TVORS registration, you will go through the following steps:</p> <p>STEP 1: Enter company data</p> <p>STEP 2: Enter commodity/service codes (NIGP) Failure to select NIGP code(s), could result in improper bid notification or no notification at all.</p> <p>STEP 3: Enter user data (if applicable)</p> <p>STEP 4: Enter certifications (if applicable)</p> <p>If you have any questions during your registration, please call (817) 884-1414 or email TVORS@TarrantCounty.com.</p> <p>To begin the registration process, please click the button below.</p> <p>VENDOR REGISTRATION</p>

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

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

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

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Bid in response to this solicitation, the Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Bid submission and time of award, the Bidder will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.

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

DISCLOSURE OF INTERESTED PARTIES

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

VENDOR IS EXEMPT FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:

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

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

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

COMPLIANCE WITH FEDERAL AND STATE LAWS

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

Vendor Hereby Certifies (Mark Applicable Certification):

_____ Vendor is EXEMPT from Certification as set out above.

_____ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

Signature _____ X

THIS FORM MUST BE SIGNED.

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

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 **\$1,999.99** 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 **\$2,000.00** 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;

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 **public projects only, and at the best value**. (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))

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.

Two (2) verbal or written quotes from dealerships for OEM auto parts are required.

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 **within 24 hours**.

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.

**PURCHASING LOG
FOR PURCHASING CARD TRANSACTIONS**

BY _____

DEPARTMENT _____

PURCHASING CARD ACCOUNT NUMBER _____

DATE _____

VENDOR _____

BELOW DESCRIBE IMMEDIATE ACCESS OF GOODS OR SERVICES OR WORK STOPPAGE SITUATIONS. DESCRIBE WHAT IS PURCHASED AND WHY IT WAS A WORK STOPPAGE SITUATION. ATTACH EMAIL APPROVAL FROM PURCHASING.

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 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 administered 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**.



**TRANSFER OR DISPOSAL OF COUNTY ASSETS
REPORT FA-01**

ATTENTION: PURCHASING DEPARTMENT; FIXED ASSET COORDINATOR

FROM _____ DATE _____

LOCATION _____

TYPE OF TRANSACTION Transfer Disposal

From Department _____ Location _____

To Department _____ Location _____

Asset Barcode Tag # _____ Serial # _____

Asset Description (Manufacturer, Model, Type of Item)

Additional Comments

CUSTODY TRANSFER – PLEASE PRINT NAME, PHONE AND DATE BELOW

Asset Coordinator _____ Phone # _____ Date _____

Department Head _____ Phone # _____ Date _____

Facilities Transfer _____ Phone # _____ Date _____

Other Transfer _____ Phone # _____ Date _____

Purchasing Receiving _____ Phone # _____ Date _____

Other Receiving _____ Phone # _____ Date _____

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

For questions, please contact the Purchasing Dept. Fixed Asset Coordinator:

Phone: 817-223-3290 Email: Klhendricks@tarrantcounty.com Fax: 817-884-2629