

2 Definition 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Bonds Bid Bond – A guarantee that promises the bid will not be withdrawn prior to contract award.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.

Maintenance Bond-A guarantee that promises against defective workmanship and materials. For a contract in the amount of the contract guaranteeing the prompt, full and faithful performance of the general guaranty and warranty contained in bid documents for a determined period after work has been completed and accepted by Tarrant County.

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).

eProcurement – Electronic Procurement Software system for vendor registration and solicitations using the internet for all solicitation activities. Tarrant County Purchasing uses Ion Wave as its eProcurement system.

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.

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

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 31st 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 Board – A board comprised of three (3) District Judges and two (2) members of the Commissioners Court of the County 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** a source.

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. **Sharing same acronym but unrelated to a request for quotation.**

Request for Quotation or 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. **Sharing same acronym but unrelated to request for qualification.**

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 for bid (IFB), request for proposal (RFP), request for offers (RFO), request for quotation (RFQ), or request for qualifications (also, RFQ), 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.

7 General Purchasing Policy

7.1 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.

7.2 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 (§12-4218) weeks' time frame.

Note that the time estimates for solicitations begin when all required documents are delivered to Purchasing. In addition, a first-in-first-out (FIFO) queueing method, with limited exception, will be used when the number of solicitation requests exceed current capacity.

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.

7.3 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.

7.4 Tarrant County Standard Solicitation Language

7.4.1 Tarrant County General Terms and Conditions

1. No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the specifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee.
2. Tarrant County is exempt from Federal Excise and State Sales Tax and these taxes must not be included in this proposal. Tarrant County is not exempt from Surplus Lines Tax or Texas Stamping Tax.
3. All documents relating to the solicitation (IFB, RFP, RFQ, etc..), including but not limited to, the solicitation document, questions and responses, addenda and

special notices will be posted under the solicitation number in Tarrant County's eProcurement system. It is the Bidder's or Respondent's sole responsibility to review this site and retrieve all related documents up to the solicitation due date.

4. All solicitations 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 or responses 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.
5. Invoices must be sent directly to the Tarrant County Auditor's Office. Physical invoices must be sent to:
TARRANT COUNTY AUDITORS OFFICE
ATTN ACCOUNTS PAYABLE
100 E WEATHERFORD ROOM 506
FT WORTH TX 76196

Emailed invoices must be sent to sap-invoices@tarrantcountytexas.gov.
6. 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 to be processed. No payments shall be made on invoices not listing a purchase order number.
7. Continuing specification-related vendor non-performance will be a basis for the termination of the contract by Tarrant County. Tarrant County will not pay for work, equipment, or supplies which are unsatisfactory. The Vendor may be given an opportunity to correct the deficiencies before termination. This, however, does not negate the basis for termination for non-performance.
8. The contract may be terminated by either party upon written thirty (30) day notice prior to cancellation.
9. Bids or proposals 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 or responses may be rejected, among other reasons, for inconsistencies or unbalanced value of any items.
10. Bids or proposals may be disqualified for any of the following specific reasons:
 - a. Reason for believing collusion exists among the Bidders or Respondents.
 - b. Reasonable grounds for believing that any Bidder or Respondent is interested in more than one (1) Bid or Response for the work contemplated.

- c. Bidder or Respondent being interested in any litigation against Tarrant County.
- d. Bidder or Respondent being in arrears on any existing contract or having defaulted on a previous contract.
- e. Lack of competency as revealed, including, but not limited to, a financial statement, experience, equipment, and questionnaire responses.
- f. Uncompleted work, which in the judgment of Tarrant County, will prevent or hinder the prompt completion of additional work, if awarded.
- g. Bidders or Respondents shall not owe delinquent property tax in Tarrant County.
- h. Limited competition.

11. 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 Texas Government Code Section 552. Notice will be sent to you pursuant to this section if 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. Pricing information is not considered confidential and if marked as such, will result in rejection of your bid.

12. 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 or 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 Bidder or Respondent to determine the full extent of the exposures.

13. 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.

14. VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICIALS, AGENTS, EMPLOYEES, REPRESENTATIVES, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS CONTRACT. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE VENDOR TO INDEMNIFY OR HOLD HARMLESS THE COUNTY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE COUNTY OR ITS EMPLOYEES. For the avoidance of doubt, County shall not indemnify Vendor or any other party

under this Contract.

15. 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 transactions related to this solicitation. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between the Vendor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to Tarrant County under 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.

7.4.2 Tarrant County Special Terms and Conditions

1. CRIMINAL BACKGROUND CHECK:

A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a fingerprint-based Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.

1. The Vendor must provide information, including, but not limited to, employee name, date of birth, a clear copy of employee's driver's license, and a copy of employee's social security card for each individual required to pass a Criminal Background Check.

2. Award of a contract could be affected by the Vendor's refusal to agree to these terms.

3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in the termination of the contract.

4. The Criminal Background Check applies to the individual and not the Company.

5. Passing status must be maintained by Vendor personnel for duration of the contract.

2. 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.).

7.4.3 Insurance Requirements

MINIMUM INSURANCE REQUIREMENTS

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

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.

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.

7.4.4 Cooperative Purchasing Confirmation

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

https://www.tarrantcountytexas.gov/content/dam/main/purchasing/Cooperative_Purchasing/ParticipatingEntities.pdf

If you, the Bidder, check 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.

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.

7.4.5 Secondary/Alternate Award Agreement Confirmation

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).

1. In the event the Secondary or Alternate Vendors are called upon, they will offer the materials and services at their awarded price(s), or better. Any attempt to increase their awarded price(s) may cause the removal of the Vendor from the contract. Calling upon the Secondary or Alternate Vendors does not necessarily affect the status of any awarded Vendor, including the Primary Vendor.

2. If a Secondary or Alternate Vendor represents themselves as the Primary Vendor without written authorization from the Tarrant County Purchasing Agent, or his designee, the Secondary or Alternate Vendor may be removed from the contract.

Would you, as the Vendor, be willing to accept a Secondary or Alternate Award based on the above?

7.4.6 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.

7.4.7 Entities that Boycott Israel and Prohibition Against Involvement with Iran, Sudan, and Foreign Terrorist Organizations

Vendor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. Vendor 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. If circumstances relevant to this provision change during the course of the Contract, Vendor shall promptly notify County.

7.4.8 Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Vendor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Vendor shall promptly notify County.

7.4.9 Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Vendor certifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the certification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Vendor shall promptly notify County.

7.4.10 Company's Primary Business Location

The Purchasing Office, subject to approval by the Commissioners Court when required, shall oversee the application of local preference for the purchase of goods or real property pursuant to Local Government Code §271.905 and may consider doing so on a case-by-case basis. In relevant situations, the Purchasing Office shall use the following criteria in determining whether to recommend a higher bid from a local vendor:

- a. the employment of residents of Tarrant County created through the award of the bid to the local vendor, and
- b. any increase in tax revenue created through the award of the bid to the local vendors.



TARRANT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

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

II. DEFINITIONS

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

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

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

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

III. POLICY GUIDELINES

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

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

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

IV. ADMINISTRATIVE GUIDELINES

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

510 Historically Underutilized Businesses Policy

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

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

8 Specifications

8.1 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.

8.2 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.

8.3 Preparation

Specifications may be proposed by the user department, occupant department, or an outside agency. **Draft specifications for department-specific purchases must originate from the department or designee.** 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.

8.4 Specification types

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

8.4.1 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.

8.4.2 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.

8.4.3 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.

8.4.4 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 UL standard for electrical products.

11 **Competitive Bidding** Solicitation Requirements For Purchases Exceeding \$50,000

11.1 Definitions

11.1.4 A solicitation is any competitive prompt that requests for supplier participation. "Solicitation" is the overall term which contains "Invitation for Bids (IFB)", "Requests for Proposals" (RFP), "Requests for Qualifications" (RFQ).

11.1.1 IFBs

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 Invitation** for Bid (**IRFB**) 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.

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

11.1.2 RFPs

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)

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

11.2 Purpose Of **Competitive Bidding Competition**

The first purpose of **competitive bidding competition** 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))

11.3 Procedures **for All Solicitation Types**

Formal **competitive bidding solicitation**—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:

11.3.1 Purchase Requisition or Memo:

~~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.~~

Communication of an approved budget and a clear description of what is to be purchased is required prior to the Purchasing Department beginning a solicitation. This communication may come in the form of a purchase requisition, a solicitation request form or a construction project summary form. The description of what is to be purchased is the responsibility of the requesting department. Purchasing will review to ensure clarity and fairness and confirm that it meets the requirements of Purchasing law.

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.

11.3.2 Bidding Notice:

The After the development of specifications of the solicitation IFB 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 14th 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.*

11.3.3 Amendment To IFB Solicitation:

The Commissioners Court, by law, authorizes the Purchasing Agent to extend the bid solicitation opening date. The Purchasing Agent may amend a solicitation IFB 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 IFB solicitation. There should be at least seven (7) days between the date of the amendment and the opening date specified in the legal advertisement.

11.3.4 ~~Electronic Bidding eProcurement~~

The default method of receiving bids (IFBs) or responses (RFPs, RFQs) is Tarrant County's eProcurement system, Ion Wave. ~~The Purchasing Office shall accept bids in hard copy format or through electronic transmission; provided, however, that if a bid or proposal is required to be sealed in response to a particular IFB, then Tarrant County may, by Order of the Commissioners' Court, require that all responses be by hard copy format or require that all responses be submitted through electronic transmission as designed in the IFB in compliance with Texas Local Government Codes~~ Solicitations issued through the eProcurement system will comply with the following:

Sec. 262.0225. ADDITIONAL COMPETITIVE PROCEDURES

(c-1) The commissioners court of a county may be order require submission of bids or proposals under this subchapter through electronics transmission if the county makes available all technology necessary to submit a bid or proposal through electronic transmission to any person who submits a hard-copy bid or proposal in person; and

Sec. 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS.

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

~~Tarrant County may accept physical bids or responses at its discretion.~~

11.3.5 Receipt ~~Of Competitive Bids:~~

The following procedures will be adhered to when receiving bids:

1. All bids ~~or responses~~ will be received by the ~~Tarrant County Purchasing Agent Department through its eProcurement system.~~
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. The eProcurement system will timestamp each bid upon submission.~~
3. Bids ~~or responses~~ will not be accepted after the ~~opening time on the date of the bid opening deadline stated in the solicitation. 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.~~ The bids, responses, or offers will be stored digitally in the eProcurement system and will remain unsealed until digitally opened on the advertised date and time by the Purchasing Department.

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 the bids are received, a secure place will be provided by the Purchasing Department for holding the bids until the opening date. The ~~bids~~ bids, responses, or offers ~~are to be received sealed~~ will be stored digitally in the eProcurement system and ~~shall remain will remain~~ unsealed until ~~digitally opened on the advertised date and time by the Purchasing Department~~ in a public forum.

4. Physical receipt of bids or responses:

a. In the event that Purchasing accepts physical bids or responses on a particular solicitation, all bids or responses 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.

b. 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. 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.

c. After bids are received, a secure place will be provided by the Purchasing Department for holding the bids until the opening date.

d. ~~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.

11.3.6 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.

11.3.7

11.3.6 Opening **Of Bids**

11.3.8 IFBs

~~Sealed bids~~ Bids received from an IFB solicitation will be opened publicly by the Purchasing Department and the preliminary tabulation will be publicly posted documented. Copies of preliminary bid tabulations may be obtained in accordance with the Public Information Act guidelines downloaded from the eProcurement website. Note that preliminary bid tabulations are subject to change prior to award recommendation.

RFPs, RFQs

Sealed proposals in response to an RFP will be unsealed by the Purchasing Department in the eProcurement system. Only the names of vendors submitting proposals will be posted. The Purchasing Department will unseal 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.

~~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.~~

11.3.7 Evaluation

11.3.9 IFBs

IFBs

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 IFB, 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.

RFPs

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. Evaluation criteria must be relevant and referenced in the specifications. Price must be a minimum of 35% of the scoring points unless approved by the Purchasing Agent for special circumstances.

11.3.8 Negotiations

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.

11.3.10- 11.3.9 Contract Award

IFBs

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).

RFPs

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).

RFQs

The result of an RFQ is a list of qualified vendors. Once the list of vendors is established, terms are negotiated.

11.3.14 11.3.10 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.

11.3.12 11.3.11 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.

11.3.13 11.3.12 Rebidding Annual Contracts

The Purchasing Department, via ~~the Purchasing system (Bid Tracking)~~ the **eProcurement system** 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.

11.3.14 11.3.13 No Responses To Bids Solicitations

~~The following procedures will be adhered to the following No Responsive Bids Received~~ **In the event that no responsive bids or offers are received**, Texas Local Government Code § 262.0225(d) **states**:

“A county that complies in good faith with the competitive bidding requirements of this chapter [Texas Local Government Code, Chapter 262, entitled Purchasing and Contracting Authority of Counties] and receives no responsive bids for an item may procure the item under Section 262.0245.”

Texas Local Government Code § 262.0245: This Section requires the county purchasing agent to adopt procedures that provide for competitive procurement, to the extent practicable under the circumstances, for the county purchase of an item that is not subject to competitive procurement or for which the county receives

no responsive bid. Procedures to Follow If the County has complied with the competitive bid process (Texas Local Government Code § 262.023) and no responsive bids were received, the Purchasing Department shall use the following procedures to satisfy the needs of the county.

1. The same specifications that were used in the initial formal bid process will generally be used to obtain quotes from vendors known to provide the needed goods or services.
2. Three (3) written price quotes for the item(s) and/or service(s) to be procured shall be obtained. If obtaining quotes from three (3) vendors is not possible, due to lack of competition or vendor interest, Purchasing will proceed to obtain as many quotes as possible.
3. The lowest and best quote shall be determined in the same manner as defined in the formal bid process for which no bids were received.
4. The requesting department shall include its recommendation of the lowest and best quote to the Purchasing Department. Purchasing will then review the quotes, terms, and conditions, and requesting department recommendation.

After review, Purchasing shall request placement of the request on the Commissioners Court agenda for consideration and approval. When approved by the Commissioners Court, the necessary purchase order will be issued.

11.3.14 Contracts With Bidders From Other States

This section applies only to County contracts that do not involve federal funds and are for general construction or an improvement, a public works project, or a purchase of a service, supplies, materials, or equipment. This section relates to Texas Government Code 2252.002 - 2252.004.

In this subsection:

“nonresident bidder” means a bidder for which Texas is not the principal place of business for it or its ultimate parent company or majority owner.

“resident bidder” means a bidder for which Texas is the principal place of business for it and its ultimate parent company or majority owner.

The Purchasing staff determine if:

- a) The purchase involves federal funds,
- b) The bidder is a nonresident bidder, and
- c) The bidder’s principal place of business is located in a state that regulates the award of government contracts to a bidder whose principal place of business is not located in that state. The comptroller publishes a list of these states in the Texas Register: <https://comptroller.texas.gov/purchasing/bidder-preference/>.

If all three criteria above apply to the respondent and the solicitation, the County may not award the resulting contract to the nonresident bidder unless the nonresident bidder underbids the lowest bid submitted by a responsible resident bidder by an amount that equal to or more than the amount by which a resident bidder would be required to underbid a nonresident Bidder to obtain a comparable contract in the state in which the:

- a) nonresident’s principal place of business is located, or
- b) nonresident Bidder is a resident manufacturer.

For example, a bidder’s principal place of business is in Florida. The laws of Florida give the Florida bidder a 5% preference. The Florida bidder submits a bid of \$100,000 on a County contract for general construction that does not involve federal funds. The Florida bidder cannot be awarded the contract unless all bids by responsive and responsible resident bidders are more than \$105,000.

Section 13

14 Construction Purchasing

14.1 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.

14.2 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.

14.3 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:

14.4 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.

14.5 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.

14.6 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.

14.7 Bonding Requirements

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

14.8 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.

14.9 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.

14.10 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.

14.11 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.

14.12 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.

14.13 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.

14.14 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.

14.15 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.

14.16 Mandatory Pre-Bid Conference

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.”*

14.17 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. The eProcurement system will timestamp each proposal upon submission. 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 proposal opening. 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. Bids will store digitally in the eProcurement system and will remain unsealed until digitally opened on the advertised date and time by the Purchasing Department. 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.

14.18 *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. Bids will be opened by the Purchasing Department and the preliminary tabulation will be publicly posted. Copies of preliminary bid tabulations may be downloaded from the eProcurement website. Note that preliminary bid tabulations are subject to change prior to award recommendation.

14.19 *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 support 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.

14.20 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.

14.21 *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.

14.22 *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.

14.23 *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.

14.24 *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.

21 Procurement Card Procedures

21.1 Purpose/PURPOSE

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, has formulated/approved a policy to govern the use of county issued procurement cards and to define the limits of use of County-issued procurement cards Procurement Cards provided to certain personnel in order. The primary purpose of the program is to provide immediate access of for goods or services of in work stoppage situations for official business purposes of the County. In addition, other purchases may be considered with the prior written authorization of the Coordinator in non-urgent situations. Only work stoppage purchases and the following list of exceptions DO NOT require prior authorization from the Coordinator for use of the procurement card:

1. Association and Membership Dues (requires Deduction Reimbursement form with receipt)
2. Conferences, Seminars, Training
3. Food and Catering
4. Extradition and Human Trafficking Investigations
5. Licenses (not software) and Permits
6. Postage
7. Sponsorships
8. Subscriptions (newspapers and magazines)
9. Travel Expenses (hotel and airfare)
10. Vehicle registration

NOTE: Approval to use the procurement card as a payment type is a distinct and separate approval from the actual expense. Expenditures are not approved by the Coordinator.

ATTACHMENTS

In accordance with Texas Local Government Code §262.0115(d),

“Under the supervision of the commissioners court, the purchasing agent shall carry out the functions prescribed by law for a purchasing agent under Section 262.011 and for any administrative function of the county auditor in regard to county purchases and contracts and shall administer the procedures prescribed by law for notice and public bidding for county purchases and contracts.”

and §262.011(o),

“The county purchasing agent shall adopt the rules and procedures necessary to implement the agent's duties under this section subject to approval by the commissioners court. Notwithstanding Subsection (f) or other law, rules and procedures adopted under this subsection may include rules and procedures for persons to use county purchasing cards to pay for county purchases under the direction and supervision of the county purchasing agent. Procedures for use of purchasing cards may not avoid the competitive bidding requirements of this chapter or other requirements of county financial law.”

The Purchasing 4.—Procurement Card should not be used to circumvent any state or county laws, rules, regulations, policies, or procedures.

21.2 Forms Attached

1. "Account U.S. Commercial Card Application Form"
2. "Employee Agreement"
3. "Purchasing Log"

21.3 Definitions

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

Cardholder: Personnel who have been issued ~~procurement cards~~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 account.~~

Department Head/Elected Official/designee: This individual must review and approve Cardholder's monthly Statement of Account(s) and the required documentation. Approval indicates that transactions were authorized and were made in accordance with the applicable policies and procedures. Each Department Head/Elected Official may designate one or more Department Reviewers or Approvers for their Cardholder. A list of designees **must** be provided to Audit.

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

Employee Agreement: The ~~cardholder, department head or elected official~~Cardholder, Department Head/Elected Official understand this policy and the responsibilities of the ~~cardholder~~Cardholder.

Point of Sale: A retail, supply house, or similar location that the ~~cardholder~~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~~Cardholder usage.

Purchasing Log: Monthly listing or log of each ~~procurement card~~ Procurement Card transaction and other prescribed information that is formulated by the ~~cardholder~~Cardholder and submitted with the monthly ~~statement~~Statement of Account 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~~Cardholder, issued by the bank directly to the ~~cardholder~~Cardholder and the coordinator.

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

21.4 Procedures

12.5.1 21.4.1 Introduction

~~1—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..~~ This program is being established to provide immediate access to goods and services while preventing costly delays. Those who have been issued ~~procurement cards~~ Procurement Cards may initiate a transaction within the limits of this procedure and receive goods or services. Therefore, the Procurement Card cannot be a substitute for all other purchasing options and defined controls for expenditures of public assets must be maintained by each ~~cardholder.~~ Cardholder.

Purchases related to the meetings and travel must comply with the County's Travel and Meetings Policy.

12.5.2 21.4.2 Receiving a Procurement Card

1. Only Department Heads ~~or~~ Elected Officials may propose personnel to be ~~cardholders~~ Cardholders by sending a signed memo to the Coordinator. ~~Cards are not recommended for elected officials for protection of information.~~
2. ~~Since the Commissioners Court shall designate~~ The Coordinator designates the number of cards per department, ~~this.~~ A Purchasing Card 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.~~
3. The Coordinator may request an ~~increase~~ addition or deletion of personnel having the use of these cards in the event of an emergency.
4. Either the Coordinator or the Auditor may retrieve and destroy cards as required to protect the County's interests.
5. The proposed ~~cardholder~~ Cardholder and the requesting Department Head ~~or~~ Elected Official ~~shall~~ will 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~~ Cardholder and the Department Head ~~or~~ Elected Official understand the procedures and the responsibilities of a ~~cardholder~~ Cardholder.
6. The Coordinator ~~shall~~ must maintain all records of ~~procurement card~~ Procurement Card requests, spend limits, ~~cardholder~~ Cardholder transfers, and any lost, stolen, or destroyed card information. A ~~procurement card~~ Procurement Card may be revoked by the Coordinator if this policy is ~~not adhered to~~ violated.

12.5.3 21.4.3 Authorized Procurement Card Use

1. The ~~procurement card~~ Procurement Card that the ~~cardholder~~ Cardholder receives has his or her name embossed on it and ~~shall~~ must be used **ONLY** by the ~~cardholder~~ Cardholder. **NO OTHER PERSON IS AUTHORIZED TO USE**

THE CARD WITHOUT THE CARDHOLDER'S PRIOR KNOWLEDGE. The Cardholder may make transactions on behalf of others in their department to prevent a costly delay. However, the ~~cardholder~~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~~ Procurement Card must be limited to the following conditions:
 - a) The total value of a transaction ~~shall~~must 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. Exceptions to the monetary limits and commodity restrictions will be determined by the Coordinator. Periodically, ~~cardholders'~~Cardholders' spending will be subjected to limit reviews, and card limits may be adjusted as appropriate.
 - b) All items purchased ~~shall~~must be available immediately at the time of ~~procurement card~~ 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~~ Single Purchase Limit or the 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 All travel related expenses must comply with the County's Travel and Meetings Policy in effect at the time unless preapproved by the Commissioners Court. Any cancellations should be done as soon as possible to avoid and fees or charges.~~ The ~~cardholder~~Cardholder may use the card for a non-~~cardholder~~Cardholder employee, but ~~the Cardholder~~ is responsible for obtaining documentation of charges as prescribed by this policy.
 - e) The ~~cardholder shall~~ Cardholder must inform the ~~vendor~~Vendor that goods and services are tax exempt. ~~Purchasing can provide sales tax exempt form.~~

- f) The ~~cardholder~~Cardholder will maintain a Purchasing Log that provides a summary of ~~procurement card~~ all Procurement Card transactions.

12.5.4 21.4.4 Unauthorized Procurement Card Use

1. The ~~procurement card~~ SHALL Procurement Card **WILL NOT** be used for the following:
 - a) personal purchases;
 - b) Goods or services that could be paid by purchase order or check request;
 - c) Controlled inventory assets;
 - d) Purchases involving trade-in;
 - e) a single purchase that exceeds the \$1,000.00 per month limit established by the ~~Commissioners~~ Court transaction, including freight, unless authorized in advance by the Coordinator;
 - f) entertainment expense;
 - g) cash advances, including gift cards unless authorized in advance by the Coordinator;
 - h) telephone calls services; and
 - i) monthly service fees unless authorized in advance by the Coordinator.

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

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

21.4.5 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~~Procurement Card, the ~~cardholder~~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. If you have a special exception request needing prior approval email justification to Coordinator prior to making the purchase. Contact the Coordinator prior to making any purchase of which you are uncertain.

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

1. Check with ~~vender~~Vendor if they will accept a check. If they will accept a check and the timing is acceptable, use a check request to process the purchase.

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

Cardholders are expected to exercise sound business judgment and to **make direct inquiries about the Procurement Card Procedures** to the **Purchasing Card Program Coordinator** before making any **purchase purchases** that may be construed as inappropriate or which the Cardholder does not know to be reasonable and necessary for the official business purposes of the County.

Purchases that will be charged against a grant account must fall within the grant guidelines. This is the responsibility of the Cardholder to verify.

12.5.5 21.4.6 Cardholder Record Keeping

- a. Whenever a **procurement card Procurement Card** purchase is made, documentation **shall must** be retained as proof of the purchase. Such documentation will be used to verify the purchases listed on the **cardholder's Cardholder's** monthly **statement Statement** of **account Account** and must contain specific information of each item purchased. Examples of documentation includes invoices and a customer copy of the charge receipt. If you have lost the appropriate required documentation or if the merchant did not provide documentation, contact the merchant directly to obtain it.
- b. The **cardholder Cardholder must** retain the invoice and original customer copy of the charge receipt. **The cardholder Before signing this slip, the Purchasing Cardholder** is responsible for making sure **that** the **vendor Vendor** lists the quantity **and**, fully describes the item(s) on the charge **receipt slip and charges no sales**

tax. The transaction's details should also be added to the cardholder's Cardholder's Purchasing Log.

- c. ~~Whenever possible, documentation~~ Documentation must include a list of attendees for business-related luncheon and meals. Expenses must comply with the County's Travel and Meetings Policy.
- d. A lost purchase receipt must be replaced by a duplicate/copy receipt from the Vendor.

~~12.5.6~~ 21.4.7 Review of Monthly Statement of Account

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

The ~~cardholder shall~~ Cardholder must check each transaction listed against the ~~purchasing log~~ Purchasing Log, receipts, and any shipping documents to verify the transactions and amounts shown on the monthly ~~statement~~ Statement of Account.

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

After this review, the ~~cardholder~~ Cardholder must sign the ~~statement~~ Statement of Account and present the monthly ~~statement~~ Statement of Account, along with the supporting ~~documentation~~, 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~~ Cardholder's monthly ~~statement~~ Statement of Account and Purchasing Log and confirm with the ~~cardholder~~ Cardholder the following items:

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

The approving supervisor's signature of approval on a ~~cardholder's~~ Cardholder's monthly ~~statement~~ Statement of Account indicates that the ~~cardholder~~ Cardholder was authorized to make those purchases and those purchases were made in accordance with the applicable ~~procedures~~ policies and procedures. ~~The Cardholder must verify that the reviewed and approved Statement of Account, including the supporting documentation, is forwarded to the Coordinator.~~

~~If~~When a purchased item is not satisfactory, received wrong, damaged and/or defective, ~~duplicate~~~~duplicated~~, etc., the ~~cardholder~~Cardholder should ~~make~~ contact ~~with~~ the ~~vendor~~Vendor to explain the problem and inquire about return policies. The ~~cardholder~~Cardholder is responsible for returns. The ~~cardholder~~Cardholder must follow-up on any erroneous charges, disputed items, or returns within two (2) weeks of receipt of goods or ~~statement~~Statement of Account, or whichever comes last.

~~If~~When disputing a charge, the ~~cardholder shall~~Cardholder must contact the merchant (~~representative at the~~ phone number ~~is~~ listed on the back of the card) ~~and~~ (~~available 24 hours a day~~) for resolution. Also, contact the Coordinator, ~~and~~ ~~include it~~ attach the appropriate documentation with the ~~statement~~Statement of Account.

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

It is the responsibility of the ~~cardholder~~Cardholder to resolve errors, disputes, and credits.

21.4.8 Monthly ~~SUMARIES~~Statements of Account

~~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~~Cardholder must review the monthly ~~statement~~Statement of Account, attach the relevant documentation, obtain ~~department~~the Department Head/Elected Official/designee's review and approval and then forward the packet to the Coordinator within ~~two (2)~~four (4) days ~~of~~after receipt of the ~~statement~~Statement of Account. More than two (2) reminders to a ~~cardholder~~Cardholder that ~~an approved a~~ monthly ~~statement~~Statement of Account is

delinquent and/or failure to provide the required supporting documentation for the transactions, including the Purchasing Log, will be grounds for withdrawing or suspending the procurement card by the Coordinator. to revoke or suspend Procurement Card privileges.

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

The original sales documents (packing slip, invoice, cash register tape, credit memos, etc.) for all items listed on the Purchasing Log must be neatly attached, in purchasing sequence, to the monthly Statement of Account. This attachment is critical to enable the Coordinator's and Auditor's review. If this routine is not adhered to, the Purchasing Card will be revoked. The careful matching of complete support documents to the Purchasing Log and then to the monthly Statement of Account is vital to the successful use of the Purchasing Card. The Cardholder must sign the Purchasing Log and present the supporting documentation to their Department Head/Elected Official/designee for approval and signature. The approval from Reviewer/Approver indicates the authorized transactions were made in accordance with the applicable policies and procedures.

Once approved by the Department Head/Elected Official/designee, the Cardholder must ensure the completed Purchasing Log and supporting documentation is submitted to the Coordinator. Upon receipt of the Statement of Accounts, Purchasing Log, and supporting documentation, the Coordinator will review the packet. The Coordinator will then forward the Statement of Accounts and documentation to the Auditor's Office for payment.

21.4.9 Card Security

- a. 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.
- b. The cardholder must not allow anyone to use the account number without the cardholder's permission. A violation of this trust will result in that cardholder having the card withdrawn, revoked, suspended, and possible disciplinary action.
- c. 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.
- d. 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.

21.4.10 Cardholder Separation

The Cardholder must discontinue making purchases using the Purchasing Card upon notice to terminate County employment. Prior to separation from the County the

~~cardholder shall~~ or transfer to another department, the Cardholder must surrender the ~~procurement card~~ Procurement Card and the current ~~procurement card purchasing log~~ Procurement Card Purchasing Log, receipts, and other supporting documentation to the Department Head ~~or~~ /Elected Official ~~Upon its receipt, the~~ /designee. The Department Head ~~or~~ /Elected Official will review, approve, and /designee will review and approve the Purchasing Log and attach all supporting documentation. Upon receipt and review of the Cardholder's monthly Statement of Account, the Department Head/Elected Official/designee must forward the packet and the card to the Coordinator ~~the month-end procurement card statement and return the card to the Coordinator~~. It is the responsibility of departments to ensure that the records for their areas are retained within the department ~~when a cardholder separates and to~~ and notify the Procurement Card Coordinator immediately when a Cardholder terminates employment with the County. The Coordinator ~~of the separation to help will~~ ensure that the card is cancelled and, so that the terminated employee is no longer ~~able~~ authorized to make purchases ~~using their former department's funds~~.

If a Cardholder terminates employment without notice, the Department Head/Elected Official or designee must notify the Coordinator immediately so that the Procurement Card can be cancelled.

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~~ Procurement Card remains necessary and if the Commissioners Court will need to approve the continued use. All transaction records are the property and responsibility of the original department and do not transfer with the ~~cardholder~~ Cardholder.

~~12.5.8~~ 21.4.11 Administrative Guidelines

- a. A. —The Coordinator ~~shall~~ must maintain all records of ~~procurement card~~ Procurement Card requests, dollar limitations, ~~cardholder~~ Cardholder transfers, and any lost/stolen/destroyed card information. The Coordinator ~~shall~~ must report cards lost, stolen, and inappropriate transactions to the Commissioners Court.

- b. 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

TARRANT COUNTY
Company / Organization Name*

2237
Bank Number*

02525
Company Number*

2525
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)

<h4>1. APPLICANT INFORMATION</h4> <p>Full First Name* [] Middle Initial [] Last Name* []</p> <p>Date of Birth* (mm/dd/yyyy) [] Employee ID []</p>	<h4>2. ACCOUNT SECURITY</h4> <p>(Access Code 1 and Access Code 2 cannot be the same)</p> <p>Access Code 1* (any 4 digit number) []</p> <p>Access Code 2* (any 4 alpha/numeric characters) []</p>
<h4>3. NAME AS IT WILL APPEAR ON CARD</h4> <p>Name as it will appear on Card* (21 character limit - including spaces) []</p> <p>Second line to appear on Card (21 character limit - including spaces) e.g. Company Name/Other, etc. []</p>	<h4>4. ACCOUNT CONTACT INFORMATION</h4> <p>Business e-mail address* []</p> <p>Business phone number* [] Mobile phone number* []</p>
<h4>5. ACCOUNT MAILING ADDRESS</h4> <p>Mailing Street Address* []</p> <p>Mailing Street Address Line 2 (if applicable) []</p> <p>City* [] State* [] Zip Code* []</p>	<h4>6. HOME ADDRESS</h4> <p>Home Street Address* []</p> <p>Home Street Address Line 2 (if applicable) []</p> <p>City* [] State* [] Zip Code* []</p>

ADMINISTRATOR SECTION* - * Indicates a required field

<h4>7. ACCOUNT SPEND LIMITS/CONTROLS</h4> <p>Spend Limit* \$ [] Cycle Transaction Limit \$ []</p> <p>Single Amount Limit \$ [] Daily Amount Limit \$ []</p> <p>Daily Transaction Limit \$ [] Cash Advance Limit \$ []</p>	<h4>8. MERCHANT CATEGORY CODE GROUP SPEND LIMITS</h4> <table border="1"> <thead> <tr> <th>MERCHANT CATEGORY CODE GROUP NAME*</th> <th>Include (I)/ Exclude (E)*</th> <th>CYCLE SPEND</th> <th>CYCLE TRANS #</th> <th>SINGLE AMOUNT</th> <th>DAILY AMOUNT</th> <th>DAILY TRANS #</th> </tr> </thead> <tbody> <tr> <td>TARRANTCO</td> <td>E</td> <td>\$ []</td> <td>[]</td> <td>\$ []</td> <td>\$ []</td> <td>[]</td> </tr> <tr><td> </td><td> </td><td>\$ []</td><td>[]</td><td>\$ []</td><td>\$ []</td><td>[]</td></tr> <tr><td> </td><td> </td><td>\$ []</td><td>[]</td><td>\$ []</td><td>\$ []</td><td>[]</td></tr> <tr><td> </td><td> </td><td>\$ []</td><td>[]</td><td>\$ []</td><td>\$ []</td><td>[]</td></tr> <tr><td> </td><td> </td><td>\$ []</td><td>[]</td><td>\$ []</td><td>\$ []</td><td>[]</td></tr> <tr><td> </td><td> </td><td>\$ []</td><td>[]</td><td>\$ []</td><td>\$ []</td><td>[]</td></tr> <tr><td> </td><td> </td><td>\$ []</td><td>[]</td><td>\$ []</td><td>\$ []</td><td>[]</td></tr> <tr><td> </td><td> </td><td>\$ []</td><td>[]</td><td>\$ []</td><td>\$ []</td><td>[]</td></tr> <tr><td> </td><td> </td><td>\$ []</td><td>[]</td><td>\$ []</td><td>\$ []</td><td>[]</td></tr> </tbody> </table>	MERCHANT CATEGORY CODE GROUP NAME*	Include (I)/ Exclude (E)*	CYCLE SPEND	CYCLE TRANS #	SINGLE AMOUNT	DAILY AMOUNT	DAILY TRANS #	TARRANTCO	E	\$ []	[]	\$ []	\$ []	[]			\$ []	[]	\$ []	\$ []	[]			\$ []	[]	\$ []	\$ []	[]			\$ []	[]	\$ []	\$ []	[]			\$ []	[]	\$ []	\$ []	[]			\$ []	[]	\$ []	\$ []	[]			\$ []	[]	\$ []	\$ []	[]			\$ []	[]	\$ []	\$ []	[]			\$ []	[]	\$ []	\$ []	[]
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<h4>9. ACCOUNT PARAMETERS - OPTIONAL</h4> <p><input type="checkbox"/> Rush Delivery (fee may apply. No P.O. box) []</p> <p><input type="checkbox"/> Executive Card [] Card Delivery Code - Site ID []</p> <p><input type="checkbox"/> Declining Balance [] Accounting Code []</p> <p>Effective Begin Date (mm/dd/yyyy) [] Effective End Date (mm/dd/yyyy) []</p>																																																																							

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.

MELISSA LEE, C.P.M., A.P.P.
Program Administrator / Approver Name Printed*

[] Use Today's Date
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, **or any other Tarrant County Policy. I also understand that I could also be subject to disciplinary action and potential termination from his or her job.**
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 and comply with Local Government code 262, subchapter B as set forth in the Manual will subject me to liability for the total dollar amount of such unauthorized purchases.**

Employee Signature

Department

Date

Elected/Appointed Official or Department Head

Date

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. **PROVIDE A DETAILED DESCRIPTION OF WHAT WAS PURCHASED AND WHY IT WAS A WORK STOPPAGE SITUATION. FOR ALL OTHER PURCHASES, INCLUDE EMAIL FROM PURCHASING AGENT COORDINATOR CONFIRMING PRIOR APPROVAL.**

ITEMS PURCHASED	QUANTIT Y	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 24

25 Best And Final Offer (BAFO)

25.1 24.2 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 the ~~best value or best price(s)~~ for a specific solicitation prior to determining contract award.

25.2 24.3 Authority

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

25.3 24.4 Policy

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

25.4 24.5 Procedure

The BAFO process may be ~~useful~~ 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 ~~will "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, ~~or 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.