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RFB NO. 2018-192

REQUEST FOR BID FOR ANNUAL CONTRACT FOR WELDING EQUIPMENT/SUPPLIES AND INDUSTRIAL/MEDICAL GASES

BIDS DUE SEPTEMBER 10, 2018 2:00 P.M.

RFB NO. 2018-192

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ATTACHMENT A: CYLINDER LOCATIONS

This Table of Contents is intended as an aid to bidders and not as a comprehensive listing of the bid package. Bidders are responsible for reading the entire bid package and complying with all specifications.

Tarrant County is requesting bids for the **ANNUAL CONTRACT FOR WELDING EQUIPMENT/SUPPLIES AND INDUSTRIAL/MEDICAL GASES, COUNTYWIDE.** All bids must be submitted on the attached Price Forms. Tarrant County will not enter into any contract where the cost is provisional upon such clauses as "escalator" or "cost-plus" clauses.

BY MAIL VIA US POSTAL SERVICE ORIGINAL AND ONE (1) COPY

OF

COMPLETED BID
MUST BE RECEIVED IN THE
TARRANT COUNTY PURCHASING DEPARTMENT
AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76196-0104
ON OR BEFORE SEPTEMBER 10, 2018
AT 2:00 P.M.

BY COURIER, FEDERAL EXPRESS, UPS ORIGINAL AND ONE (1) COPY

OF

COMPLETED BID

MUST BE RECEIVED IN THE

TARRANT COUNTY PURCHASING DEPARTMENT
AT 100 E. WEATHERFORD, SUITE 303

FORT WORTH, TEXAS 76102

ON OR BEFORE SEPTEMBER 10, 2018
AT 2:00 P.M.

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

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

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

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

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

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

TIM JONES, SENIOR BUYER

FAX: (817) 884-2629

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

The deadline for receipt of all questions is 12:00 (Noon), Fort Worth, Texas time, Friday, August 31, 2018. After the question deadline, all questions and their responses will be posted on the website and available for download by interested parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VARIOUS LOCATIONS WITHIN TARRANT COUNTY AS INDICATED ON INDIVIDUAL PURCHASE ORDERS

Hours of operation shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday.

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

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

A <u>packing list</u> must accompany each shipment and must include but is not limited, to the following:

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

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. <u>CONTRACT TERMS</u>: Vendor(s) will be awarded a twelve (12) month contract, effective October 1, 2018 or notice to proceed as determined by the Tarrant County Purchasing Department. At Tarrant County's option and approval by the Vendor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**

2. RENEWAL OPTIONS:

- A. Tarrant County reserves the right to exercise an option to renew the contract of the Vendor for two (2) additional twelve (12) month periods, provided such option is stipulated and agreed upon by both parties. If Tarrant County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Tarrant County may rescind its option or seek a new solicitation.
- B. If the Primary Vendor elects not to exercise the option(s) to renew for an additional twelve (12) month period, the next low bidder for that section will be offered the opportunity to accept the award at the same discounts provided in said Vendor's original bid. If both the Primary Vendor and the next low bidder for any section elect not to renew or accept the award, the entire contract will be re-bid. Tarrant County reserves the right to re-bid the entire contract if the next low bidder's pricing appears to be excessive.
- 3. <u>SECONDARY/ALTERNATE AWARD</u>: 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.
 - A. In the event the Secondary or Alternate Vendors are called upon, they will offer the materials and services at their awarded price(s), or better. Any attempt to increase their awarded price(s) may be cause to remove the Vendor from the contract. Calling upon the Secondary or Alternate Vendors does not necessarily affect the status of any awarded Vendor, including the Primary Vendor.
 - B. If a Secondary or Alternate Vendor represents themselves as the Primary Vendor without written authorization from the Tarrant County Purchasing Agent, or his designee, the Secondary or Alternate Vendor may be removed from the contract.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

	C.		•	as the Vendor, be willing to accept a Secondary or Alternate Award above?
				YesNo
4.	encor in its to Ta partic	uraging Coope irrant C cipating	Coope rative F County entities	URCHASING: Tarrant County has the lead role in developing and erative Purchasing efforts among governmental entities that participate Purchasing Program. Cooperative Purchasing can be a great benefit vendors by providing an avenue to offer materials and services to s. A current list of participating entities is included in this solicitation ist can be found on the Tarrant County website.
	A.	you,	as the	r Governmental Entities decide to participate in this contract, would Vendor, agree that all terms, conditions, specifications, and <u>pricing</u> ? A "NO" answer could result in complete rejection of bid .
				YesNo
		1)	If you	, the Bidder, checked Yes, the following will apply:
			a)	Governmental Entities utilizing Intergovernmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials and services under the contract(s) awarded because of the solicitation. All purchases by Governmental Entities other than Tarrant County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Tarrant County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material and services as needed.
			b)	Delivery to governmental entities located within Tarrant County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Tarrant County shall be negotiated between the Vendor and each governmental entity.
			c)	Tarrant County utilizes County Purchase Orders as its primary means of encumbering funds and pays for goods and services utilizing Vendor invoices. In the event Governmental Entities utilizing Inter-Governmental 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.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

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.

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

1. ALAMO HEIGHTS ISD 2. ALLEN ISD 3. ALVORD ISD 4. ANNA FIRE DEPARTMENT 5. ANDERSON COUNTY 6. ARANSAS COUNTY 7. ARLINGTON ISD 59. CITY OF BYAN 60. CITY OF BURKBURNETT 61. CITY OF BURLESON 61. CITY OF CADDO MILLS 62. CITY OF CADDO MILLS 63. CITY OF CANTON 64. CITY OF CARROLLTON 65. CITY OF CASTLE HILLS 65. CITY OF CASTLE HILLS 66. CITY OF HEATH	
3.ALVORD ISD61.CITY OF BURLESON121.CITY OF GRAPEVINE4.ANNA FIRE DEPARTMENT62.CITY OF CADDO MILLS122.CITY OF GREENVILLE5.ANDERSON COUNTY63.CITY OF CANTON123.CITY OF HALTOM CITY6.ARANSAS COUNTY64.CITY OF CARROLLTON124.CITY OF HASLET	
4.Anna Fire Department62.City of Caddo Mills122.City of Greenville5.Anderson County63.City of Canton123.City of Haltom City6.Aransas County64.City of Carrollton124.City of Haslet	
5. ANDERSON COUNTY 63. CITY OF CANTON 123. CITY OF HALTOM CITY 64. CITY OF CARROLLTON 124. CITY OF HASLET	
6. Aransas County 64. City of Carrollton 124. City of Haslet	
7. ARLINGTON ISD 65. CITY OF CASTLE HILLS 125. CITY OF HEATH	
8. ARMSTRONG COUNTY 66. CITY OF CEDAR HILL 126. CITY OF HITCHCOCK	
9. ATASCOSA COUNTY 67. CITY OF CEDAR PARK 127. CITY OF HORIZON CITY	
10. AUBREY ISD 68. CITY OF CELESTE 128. CITY OF HUDSON OAKS	
11. BASTROP COUNTY 69. CITY OF CELINA 129. CITY OF HUNTSVILLE	
12. BELL COUNTY 70. CITY OF CIBOLO 130. CITY OF HURST	
13. BENBROOK WATER AUTHORITY 71. CITY OF CLEBURNE 131. CITY OF HUTCHINS	
14. BETHANY SPEC UTILITY DIST 72. CITY OF COCKRELL HILL 132. CITY OF HUTTO	
15. BEXAR COUNTY 73. CITY OF COLLEYVILLE 133. CITY OF IRVING	
16. BIRDVILLE ISD 74. CITY OF COLUMBUS 134. CITY OF ITALY	
17. Blue Ridge Fire Department 75. City of Combine 135. City of Jacksboro	
18. Bosque County 76. City of Commerce 136. City of Jefferson	
19. Branch Fire Department 77. City of Converse 137. City of Keene	
20. Brazoria County 78. City of Coppell 138. City of Keller	
21. Brazos County 79. City of Copperas Cove 139. City of Kennedale	
22. Briar Volunteer Fire Dept. 80. City of Corinth 140. City of Killeen	
23. BROOKS COUNTY CONSTABLES, 81. CITY OF CORSICANA 141. CITY OF KRUM	
PRECINCTS 1-4 82. CITY OF CROWLEY 142. CITY OF KYLE	
24. Brown County 83. City of Cumby 143. City of La Vernia	
25. BULVERDE POLICE DEPARTMENT 84. CITY OF DALWORTHINGTON GRDN 144. CITY OF LAKE DALLAS	
26. BURNET COUNTY 85. CITY OF DELEON 145. CITY OF LAKE WORTH	
27. CAMERON COUNTY 86. CITY OF DECATUR 146. CITY OF LANCASTER	
28. CARROLL ISD 87. CITY OF DECATOR 140. CITY OF LARCASTER 147. CITY OF LARCASTER	
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37. CITY OF AMARILLO 97. CITY OF EMORY 157. CITY OF LUFKIN	
38. CITY OF ANGLETON 98. CITY OF ESCOBARES 158. CITY OF LUMBERTON	
39. CITY OF ANNA 99. CITY OF EULESS 159. CITY OF MANSFIELD	
40. CITY OF ARLINGTON 100. CITY OF EVERMAN 160. CITY OF MARSHALL	
41. CITY OF ATHENS 101. CITY OF FARMERS BRANCH 161. CITY OF MCALLEN	
42. CITY OF AUBREY 102. CITY OF FARMERSVILLE 162. CITY OF MCKINNEY	
43. CITY OF AUSTIN 103. CITY OF FERRIS 163. CITY OF MELISSA	
44. CITY OF AZLE 104. CITY OF FLORESVILLE 164. CITY OF MERKEL	
45. CITY OF BALCH SPRINGS 105. CITY OF FOREST HILL 165. CITY OF MESQUITE	
46. CITY OF BANGS 106. CITY OF FORNEY 166. CITY OF MIDLOTHIAN	
47. CITY OF BAYTOWN 107. CITY OF FORT WORTH 167. CITY OF MINEOLA	
48. CITY OF BEDFORD 108. CITY OF FRISCO 168. CITY OF MINERAL WELLS	
49. CITY OF BELLS 109. CITY OF GAINESVILLE 169. CITY OF MORGAN'S POINT	
50. CITY OF BENBROOK 110. CITY OF GALENA PARK RESORT	
51. CITY OF BLUE MOUND 111. CITY OF GALVESTON 170. CITY OF MURPHY	
52. CITY OF BONHAM 112. CITY OF GANADO 171. CITY OF NACOGDOCHES	
53. CITY OF BOVINA 113. CITY OF GARLAND 172. CITY OF NEDERLAND	
54. CITY OF BOWIE 114. CITY OF GATESVILLE 173. CITY OF NEW BRAUNFELS	
55. CITY OF BOYD 115. CITY OF GEORGETOWN 174. CITY OF NORTH RICHLAND	HILLS
56. CITY OF BRIDGE CITY 116. CITY OF GLEN HEIGHTS 175. CITY OF ODESSA	
57. CITY OF BRIDGEPORT 117. CITY OF GODLEY 176. CITY OF OVILLA	
58. CITY OF BROWNWOOD 118. CITY OF GRANBURY 177. CITY OF PALESTINE	

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

178.	CITY OF PARKER	238.	CLAY COUNTY	291.	Hawkins ISD
179.	CITY OF PASADENA	239.	CLEAR CREEK ISD	292.	HAYS COUNTY
180.	CITY OF PELICAN BAY	240.	COCHRAN COUNTY	293.	HEART OF TEXAS REGIONAL
181.	CITY OF PHARR	241.	COLLIN COUNTY	_00.	MHMR CENTER
182.	CITY OF PLANO	242.	COLLIN COUNTY COMMUNITY	294.	HENDERSON COUNTY
183.	CITY OF PORT ISABEL	212.	COLLEGE DISTRICT	295.	HILL COUNTY
184.	CITY OF POTEET	243.	COMAL COUNTY	296.	HOOD COUNTY
185.	CITY OF POTTSBORO	244.	COOKE COUNTY	297.	HOPKINS COUNTY
186.	CITY OF PRINCETON	245.	CORYELL COUNTY	298.	HOUSING AUTHORITY OF THE CITY
187.	CITY OF RALLS	246.	COTTONDALE VOL FIRE DEPT		OF AUSTIN
188.	CITY OF RED OAK	247.	CROWLEY ISD	299.	HUMBLE ISD
189.	CITY OF RHOME	248.	DALLAS COUNTY	300.	HUNT COUNTY
190.	CITY OF RICHARDSON	249.	DALLAS/FORT WORTH	301.	HURST EULESS BEDFORD ISD
191.	CITY OF RICHLAND HILLS		INTERNATIONAL AIRPORT BOARD	302.	HUTCHINSON COUNTY
192.	CITY OF RIVER OAKS	250.	DALLAS ISD	303.	IDEA PUBLIC SCHOOLS
193.	CITY OF ROANOKE	251.	DECATUR ISD	304.	IRVING ISD
194.	CITY OF ROBINSON	252.	DENISON ISD	305.	JACK COUNTY
195.	CITY OF ROCKWALL	253.	DENTON COUNTY	306.	JASPER COUNTY
196.	CITY OF ROUND ROCK	254.	DENTON COUNTY FRESH WATER	307.	JEFFERSON COUNTY
197.	CITY OF ROWLETT		SUPPLY DIST No. 1-A	308.	JIM WELLS COUNTY
198.	CITY OF ROYSE CITY	255.	DENTON ISD	309.	JOHNSON COUNTY
199.	CITY OF RUNAWAY BAY	256.	DESOTO ISD	310.	JOHNSON COUNTY SUD
200.	CITY OF RUSK	257.	DIANA SPECIAL UTILITY DISTRICT	311.	KARNES COUNTY
201.	CITY OF SACHSE	258.	DUNCANVILLE ISD	312.	KAUFMAN COUNTY
202.	CITY OF SACINAW	259.	DUVAL COUNTY	313.	KAUFMAN ISD
202.	CITY OF SAGINAW	260.	EAGLE MOUNTAIN-SAGINAW ISD	314.	Keller ISD
204.	CITY OF SAN ANGELO CITY OF SAN BENITO	261.	EAST TEXAS COUNCIL OF GOVS.	315.	KENNEDALE ISD
205.	CITY OF SAN MARCOS	262.	ECTOR COUNTY	316.	KERENS ISD
206.	CITY OF SANGER	263.	ECTOR COUNTY ISD	317.	KINNEY COUNTY
207.	CITY OF SANGER CITY OF SANSOM PARK	264.	EDDY COUNTY, NM	318.	Krum ISD
208.	CITY OF SANSOW FARK	265.	EL PASO COUNTY	319.	LAKE DALLAS ISD
200.	CITY OF SEAGOVILLE CITY OF SHERMAN	266.	EL PASO COUNTY HOSPITAL	320.	LAKE WORTH ISD
210.	CITY OF SHERMAN CITY OF SOUR LAKE		DISTRICT DBA UNIVERSITY	321.	LAMAR COUNTY
210.	CITY OF SOUR LAKE		MEDICAL CENTER OF EL PASO	322.	LAMB COUNTY
212.	CITY OF SOUTHLAKE	267.	ELECTRA ISD	323.	LAMPASAS COUNTY
213.	CITY OF SOUTHWATD	268.	ELLIS COUNTY	324.	LAVON POLICE DEPARTMENT
213.	CITY OF STEPHENVILLE	269.	ERATH COUNTY	325.	LEON COUNTY
215.	CITY OF STEPHENVILLE CITY OF SULPHUR SPRINGS	270.	EVERMAN ISD	326.	LEWISVILLE ISD
216.	CITY OF TAFT	271.	FANNIN COUNTY	327.	LIMESTONE COUNTY
217.	CITY OF TAFT CITY OF TAYLOR	272.	FLOYD COUNTY	328.	LITTLE ELM ISD
217.	CITY OF TAYLOR CITY OF TEMPLE	273.	FORT BEND COUNTY	329.	LOVEJOY ISD
219.	CITY OF TEMPLE CITY OF TERRELL	274.	FORT BEND COUNTY ESD#2	330.	LOWRY CROSSING VOL FIRE DEPT
220.	CITY OF TEXARKANA, AR	275.	FORT WORTH HOUSING	331.	LUBBOCK COUNTY
221.	CITY OF TEXARKANA, TX		AUTHORITY	332.	Mansfield ISD
222.	CITY OF THE COLONY	276.	FORT WORTH ISD	333.	MAVERICK COUNTY
223.	CITY OF THE COLONY CITY OF UNIVERSITY PARK	277.	FORT WORTH TRANSP AUTHORITY	334.	MCKINNEY ISD
224.	CITY OF VAN ALSTYNE	278.	FRANKLIN COUNTY	335.	MCLENNAN COUNTY
225.	CITY OF VAN ALST THE	279.	FREESTONE COUNTY	336.	McLennan Comm. College
226.	CITY OF VENON	280.	Frisco ISD	337.	MEDINA VALLEY ISD
227.	CITY OF WACO	281.	GRANDVIEW POLICE DEPT.	338.	MERILEE SPECIAL UTILITY DIST.
228.	CITY OF WATAUGA	282.	GRAPEVINE\COLLEYVILLE ISD	339.	MHMR OF TARRANT COUNTY
229.	CITY OF WATAUGA CITY OF WAXAHACHIE	283.	GRAYSON COUNTY	340.	MIDLAND COUNTY
230.	CITY OF WAXAHACHIE CITY OF WEATHERFORD	284.	GREGG COUNTY	341.	MIDWAY ISD
231.	CITY OF WESTWORTH VILLAGE	285.	GRIMES COUNTY	342.	MILAM COUNTY
231.	CITY OF WESTWORTH VILLAGE CITY OF WHITE SETTLEMENT	286.	GUADALUPE COUNTY	343.	MILLS COUNTY
232.	CITY OF WHITE SETTLEMENT CITY OF WHITESBORO	287.	HARDIN COUNTY	344.	MONTGOMERY COUNTY
234.	CITY OF WHITESBORD CITY OF WHITEWRIGHT	288.	HARRIS COUNTY EMG SVCS	345.	MONTGOMERY COUNTY EMG
235.	CITY OF WHITEWRIGHT	0.5.5	DISTRICT #7		Svcs Dis No 10 (ESD 10)
235. 236.	CITY OF WILLS FOINT	289.	HARRIS COUNTY EMG SVCS	346.	MONTGOMERY CNTY HOS DIST
237.	CITY OF WILMER CITY OF WYLIE	200	DISTRICT #24	347.	MOUNT PLEASANT POLICE DEPT.
201.	SI OF WILL	290.	HARRISON COUNTY	348.	MOUNT VERNON POLICE DEPT.

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

240	Na coopeause County	I	Assistance District
349. 350.	NACOGDOCHES COUNTY	402.	TARRANT COUNTY COLLEGE
350. 351.	NAVARRO COUNTY NEVADA VOL. FIRE DEPT.	402.	DISTRICT
351. 352.		403.	TARRANT COUNTY EMERGENCY
352. 353.	New Caney ISD	-100 .	SERVICES DISTRICT 1
354.	NOLAN COUNTY	404.	TARRANT COUNTY HOSP DIST
	NORMANGEE ISD	405.	TARRANT COUNTY WORKFORCE
355.	NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS		DEVELOPMENT BOARD
356.	NORTH TEXAS MUNICIPAL WATER	406.	TARRANT REGIONAL WATER DIST
330.	DISTRICT	407.	Taylor County
357.	NORTH TEXAS TOLLWAY AUTH	408.	TEMPLE COLLEGE
358.	NORTHWEST ISD	409.	TERRELL ISD
359.	Nueces County	410.	TEXARKANA ISD
360.	OLTON POLICE DEPARTMENT	411.	TEXAS A&M UNIVERSITY AT
361.	ORANGE COUNTY		COMMERCE
362.	ORANGE COUNTY ORANGE CNTY DRAINAGE DIST	412.	TEXAS A&M UNIVERSITY-
363.	PALO PINTO COUNTY		KINGSVILLE
364.	PANOLA COUNTY	413.	TEXAS A& M UNIVERSITY-
365.	PARADISE ISD		TEXARKANA
366.	PARKER COUNTY	414.	TEXAS ALCOHOLIC BEVERAGE
367.	PARKER COUNTY EMERGENCY		COMMISSION
507.	SERVICES DISTRICT 1	415.	TEXAS DEPT. OF PARK/WILDLIFE
368.	PARMER COUNTY	416.	TEXAS DEPT. OF PUBLIC SAFETY
369.	POTTER COUNTY	417.	TEXAS WOMAN'S UNIVERSITY
370.	PUBLIC TRANSIT SERVICE OF	418.	THE WOODLANDS TOWNSHIP
0.0.	MINERAL WELLS	419.	TITUS COUNTY
371.	QUINLAN ISD	420.	TML MULTISTATE INTERGOV
372.	RAINS COUNTY ESD #1		EMPLOYEE BENEFITS POOL
373.	RANCHO VIEJO POLICE DEPT.	421.	TOM GREEN COUNTY
374.	RANDALL COUNTY	422.	TOWN OF ADDISON
375.	RED OAK ISD	423.	TOWN OF ARGYLE
376.	RED RIVER COUNTY	424.	TOWN OF DOUBLE OAK
377.	REFUGIO COUNTY	425.	TOWN OF EDGECLIFF VILLAGE
378.	REGION 9 EDUCATION SERVICE	426.	TOWN OF FAIRVIEW
	CENTER OF WICHITA	427.	TOWN OF FLOWER MOUND
379.	REGION 11 EDUCATION SERVICE	428.	TOWN OF HICKORY CREEK
	CENTER (ESC)	429.	TOWN OF HIGHLAND PARK
380.	RICHARDSON ISD	430.	Town of Lakeside
381.	ROCKWALL COUNTY	431.	TOWN OF LITTLE ELM
382.	ROUND ROCK ISD	432.	Town of Northlake
383.	SAM RAYBURN ISD	433.	Town of Pantego
384.	SAN JACINTO COM COLL DIST.	434.	Town of Ponder
385.	SAN PATRICIO COUNTY	435.	Town of Prosper
386.	SCHLEICHER COUNTY	436.	Town of Providence Village
387.	SEABROOK VOL FIRE DEPT.	437.	Town of Sunnyvale
388.	SENIOR CENTER RESOURCE AND	438.	TOWN OF TROPHY CLUB
	PUBLIC TRANSIT, INC. OF HUNT	439.	TOWN OF WESTLAKE
	COUNTY	440.	Town of Westover Hills
389.	SEVEN POINTS FIRE RESCUE	441.	TRAVIS COUNTY
390.	SHERMAN ISD	442.	TRAVIS COUNTY HEALTHCARE
391.	SMITH COUNTY	440	DISTRICT
392.	SPRINGTOWN ISD	443.	TRINITY RIVER AUTHORITY
393.	SOUTH MONTGOMERY FIRE DEPT	444.	U.S. MARSHALS SERVICE UNIVERSITY OF NORTH TEXAS
394.	SOUTH TEXAS COLLEGE	445.	
395.	SPAN, INC.	446.	UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER
396.	STEPHENS COUNTY	447.	UNIVERSITY OF TEXAS AT
397.	STERLING COUNTY	 /.	ARLINGTON
398.	STONEWALL COUNTY	448.	University of Texas at Dallas
399.	TARLETON STATE UNIVERSITY	449.	University of TX MD Anderson
400.	TARRANT APPRAISAL DISTRICT	1 10.	CANCER CENTER
401.	TARRANT COUNTY 9-1-1 EMG		

450.	UPPER TRINITY REGIONAL WATER
	DISTRICT
451.	UPSHUR COUNTY
452.	UPTON COUNTY
453.	VAN ALSTYNE ISD
454.	VAN ZANDT COUNTY
455.	VERNON ISD
456.	VICTORIA COUNTY
457.	WACO ISD
458.	WALKER COUNTY
459.	WALLER COUNTY
460.	WARD COUNTY
461.	WEATHERFORD COLLEGE
462.	WEATHERFORD ISD
463.	WESTMINSTER FIRE DEPT.
464.	WESTON VOLUNTEER FIRE DEPT
465.	WHITE SETTLEMENT ISD
466.	WILLIAMSON COUNTY
467.	WILLIAMSON CNTY EMG SVCS
	DIST #3
468.	WILSON COUNTY
469.	WINKLER COUNTY
470.	WISE COUNTY
471.	WOOD COUNTY
472.	YMCA OF METROPOLITAN DALLAS
473.	YOUNG COUNTY
474.	ZAPATA COUNTY
17.7.	ZALATA COUNT

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5. MINIMUM INSURANCE REQUIREMENTS:

- A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and <u>approved by</u> Tarrant County.
 - 1) Workers' Compensation statutory
 - 2) Commercial General Liability:
 - a. \$1,000,000 per occurrence \$2,000,000 aggregate
- B. Tarrant County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.
- C. Required Provisions:
 - 1) Proof of Carriage of Insurance All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.
 - 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.
 - Vendor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
 - 6) If applicable, the Vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

6. CRIMINAL BACKGROUND CHECK:

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

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

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

7. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:

A. The following is only applicable when Vendor is providing Information Technology hosted or cloud solution:

1. Confidentiality, Integrity, Availability (CIA)

Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.

2. Breach Notification

Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.

3. **Data**

All Tarrant County data will remain in the 48 contiguous United States at all times.

4. Right to Audit

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

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 8. Contract will be awarded by section, with award going to the lowest bidder who meets or exceeds all specifications. This bid consists of two (2) sections comprised of welding supplies in Section 1 and gas purchases & cylinder rentals in Section 2. Bidders may bid on one (1) or both of these sections. Bidders must bid on all items in a section in order to be considered for award. Award of each section will be based upon a comparison of total net pricing for items identified on the Price Form for each section. Tarrant County reserves the right to award by item, section, group of items, or low total overall bid, whichever Tarrant County determines to be in its best interest.
- 9. Pricing submitted for all items in this Request for Bid are to include all delivery, shipping, handling, hazardous material, and any other fees associated with the delivery and handling of materials, gases, and cylinders to Tarrant County. Invoices that have additional fees, beyond the pricing submitted for this Request for Bid, will be returned to the awarded vendor with instructions to correct the invoice.
- 10. Orders for requested gases are to be filled within five (5) days of receiving a request from Tarrant County.
- 11. Tarrant County reserves the right to conduct site visits to vendor's warehouses, prior to awarding contract.
- 12. The awarded bidder(s) is subject to any and all requirements for licenses, bonds, insurance, and any other applicable laws or regulations during the term of this contract.
- 13. All cylinders rented under this Request for Bid are to conform to the following specifications:
 - A. All cylinders are to be smooth (not pitted), freshly painted, and clean.
 - B. The vendor is responsible for hydrostatically testing all vendor-owned cylinders, in accordance with applicable federal, state, and local law.
 - C. All cylinder gases must be in compliance with the U.S. Department of Transportation labeling requirements.
 - D. Bidder may provide the sizes of the cylinders or bottles available nearest to the specified sizes on a separate page, however, please indicate the price for the smallest unit available (cu. ft,, gal., lb., etc.) on the Price Forms.
- 14. All cylinders rented for the storage of medical grade gases are to conform to the following specifications in addition to the specifications listed under Item 13 of the Special Terms and Conditions:
 - A. All cylinders labeled in compliance with FDA requirements.
 - B. All cylinders labeled with lot or batch numbers.
 - C. All cylinders are to be in compliance with all federal, state, and local requirements for the sale and distribution of medical gases.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 15. Medical grade gases purchased under this Request for Bid are to be tested by awarded vendor to insure that gases are 99.5% pure.
- 16. For billing purposes, the awarded bidder is to submit invoicing for the rental of cylinders on a monthly basis, totaling the daily rental of cylinders.
- 17. Unless otherwise agreed to by the awarded bidder and the user department, all cylinders should be returned by the department no later than three (3) months after the contract expires, with any credit due for gas remaining in the cylinder.
- 18. Cylinders owned by Tarrant County departments are to be filled by the awarded bidder upon request using the pricing submitted by the awarded vendor to this Request for Bid. Tarrant County will be responsible for maintenance and applicable testing on County-owned cylinders.
- 19. The awarded vendor will bear cost for cylinders lost or damaged as a result of "Force Majeure". The term "Force Majeure" as used shall mean act of God, strikes, lockouts, lockdowns, acts of a public enemy, orders of any kind of the Government of the United States or the State of Texas, loss of utilities, floods, insurrection, riot, work stoppage, epidemic, earthquake, fire, explosion, hurricane, breakage, or accidents to machinery or equipment over and above the ordinary maintenance and repairs, construction and relocation to a new facility, civil disturbances and other events or causes that would cripple normal operation.
- 20. Samples for testing may be required for evaluation purposes for any items when bidder is submitting a bid for brands/models other than those specified. Samples will be free to Tarrant County. Samples must be submitted upon request. Failure to provide samples will be justification for bid rejection. Tarrant County reserves the right to determine equals. Samples must be the same product as that which is bid and must be labeled with the corresponding item number from the Price Forms.

Evaluation Criteria will include, but is not limited to the following:

- 1. Unit Price
- 2. Delivery
- 3. Bidder's past performance record with Tarrant County
- 4. Tarrant County's evaluation of Bidder's ability to perform
- 5. Tarrant County's experience with products bid
- 6. Special needs and requirements of Tarrant County
- 7. Results of testing samples (if needed)

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

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



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

<u>Historically underutilized businesses (HUBs)</u>, 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.

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

<u>Businesses</u> 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.

<u>Statutory bid limit</u> 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:
 - 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.
 - Continuing to seek new communication links with HUB vendors, professionals and contactors to involve them in the procurement process.
 - 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.
 - 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.
 - 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.
 - 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, 2019)

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

<u>Disadvantaged Business Enterprises (DBE)</u> 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 **O** Austin, Texas 78711-3047 (512) 463-5872 North Central Texas Regional Certification Agency 624 Six Flags Drive, Suite 100 Arlington, Texas 76011 (817) 640-0606

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

OR

COMPANY NAME:	
ADDRESS:	
TELEPHONE NO	FAX NO
Indicate all that apply:	Minority-Owned Business EnterpriseWomen-Owned Business Enterprise Disadvantaged Business Enterprise

REFERENCES

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

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

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

	REFERENCE ONE
CONTRACT PERIOD:	
	REFERENCE TWO
GOVERNMENT/COMPANY NAME:	
CONTRACT PERIOD:	

REFERENCES MUST BE RETURNED WITH BID!

REFERENCES

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

REFERENCES MUST BE RETURNED WITH BID!

SIGNATURE FORM

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

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

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

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

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

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

	X
rized Representative	
PONDENT:	
Date	
Name	
Title	
FAX No	
CT:	
Tel. No	
r 	PONDENT: Date Name Title FAX No T:

This Form must be <u>SIGNED</u>.

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

PAGE 24 OF RFB NO. 2018-192



Did you sign and submit all required forms?

If not, your Bid will be rejected!

COMPANY IS:
Business included in a Corporate Income Tax Return?YESNO
Corporation organized & existing under the laws of the State of
Partnership consisting of
Individual trading as
Principal offices are in the city of
DUNS Number:
CAGE Code:

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

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

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

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

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

DISCLOSURE OF INTERESTED PARTIES

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

Signature	X
	-

THIS FORM MUST BE **SIGNED**.

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

AFFIRMATIONS/FORMS/DOCUMENTS

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

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

NO-BID RESPONSE

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

Could not meet specifications. Items or materials requested not manufactured by us or not available to our company. Insurance requirements too restricting. Bond requirements too restricting. Scope of services not clearly understood or applicable (too vague, too rigid, etc.) Project not suited to our organization. Quantities too small. Insufficient time allowed for preparation of bid/proposal. Other (please specify).	
Vendor Name:Contact Person:	-
Telephone:	_
Email:	_
Please send your response to:	

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

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	EXTENSION
1.	Welder/AC Generator Miller Blue Star 185, MIL907664 or approved equal	1 EA.	\$	\$
	Make and Model Bid:			
2.	Welder, Stick Miller Gold Star 452 60 HZ 200/230/460V 3-Phase or approved equal	1 EA.	\$	\$
	Make and Model Bid:			
3.	Liquid Nitrogen LN2 Withdrawal Device 30 Liter, Brymil Bry502 or approved equal	2 EA.	\$	\$
	Make and Model Bid:			
4.	LN2 Storage Dewar, 30 Liter Brymil Bry501-30 or approved equal	2 EA.	\$	_ \$
	Make and Model Bid:			

NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	
5.	Welding Wire, .030 ER70S-6 Radnor P/3 S-6 Carbon Steel MIG Wire, 2 LB, 4" Plastic Spool RAD64004177 or approved equal	16 LB.	\$	\$
	Make and Model Bid:			
6.	Welding Wire, .045 ER70S-6 Radnor S-6 Carbon Steel MIG Wire, 44 LB, 12" Steel Spool RAD64004017 or approved equal	132 LB.	\$	\$
	Make and Model Bid:			
7.	Welding Wire, .035 ER70S-6 Rador Steel MIG Wire, 33 LB, RAD64004011 or approved equal	33 LB.	\$	<u> </u>
	Make and Model Bid:			
8.	Welding Rods, 5/32 X 14" Stoody 19 Hard Facing Electrode 10 LB or approved equal	10 LB.	\$	\$
	Make and Model Bid:			

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	EXTENSION
9.	Electrode, Plasma MIL176655 Packaged 5 Each per PK or approved equal Make and Model Bid:	10 PK.	\$	\$
10.	Tip, Plasma 25 Amp MIL176656 Packaged 5 Each per PK or approved equal Make and Model Bid:	10 PK.	\$	\$
11.	Holder, Electrode Radnor Model PA-316 250 Amp RAD64002060 or approved equal Make and Model Bid:	5 EA.	\$	\$
	Bidder must bid all items in Section in o	order for bid	to be considered respo	onsive.

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	EXTENSION
12.	Welding Hose, 1/4" X 25' Red and Green EPDM Synthetic Rubber, RAD64003325 with BB Hose Fittings or approved equal	4 EA.	\$	\$
	Make and Model Bid:		TOTAL SECTION 1:	\$
	Discount from list price or catalog for items not listed:		_%	
	State list price or catalog that the above discount will be appl provide link and password, if required, for access. List price, However, discount must remain firm throughout the duration	catalog or o	on-line pricing may change	
	Bidder must bid all items in Section in o	rder for hid	to be considered respon	sive

PRICE FORM SECTION 2A - VENDOR PROVIDED CYLINDER RENTALS

ITEM NO.	DESCRIPTION	CAPACITY	ITEM NO.	DAILY RATE		DAYS IN A YEAR	C	EST. YLINDE QTY.	R	TOTAL PRICE
1.	Industrial Grade Acetylene, Size 3 ACET Cylinder	70 Cubic Feet	AC 3	\$	_ x	365	x	3	=	\$
2.	Industrial Grade Acetylene, Size 4 ACET Cylinder	100 Cubic Feet	AC 4	\$	_ x	365	x	20	=	\$
3.	Air, Compressed 2.2, Air Breathing Grade D, 300 Cylinder (UN1002)	300 Cubic Feet	AI B300	\$	_ x	365	x	7	=	\$
4.	Industrial Grade Argon, Size 300 Cylinder	300 Cubic Feet	AR 300	\$	_ x	365	x	5	=	\$
5.	25% Carbon Dioxide Balance Argon Industrial Shielding Gas Mix, Size 300 Cylinder	300 Cubic Feet	AR CD25300	\$	_ x	365	x	6	=	\$
6.	Argon Ultra High Purity Grade 5.0 Size 300	300 Cubic Feet	AR UHP300	\$	_ x	365	x	1	=	\$
7.	USP Grade Medical Carbon Dioxide, Size 50 Pound Cylinder	437 Cubic Feet	CD USP50	\$	_ x	365	x	4	=	\$
8.	Helium, Ultra High Purity 5.0 Grade, Size 300 Cylinder	300 Cubic Feet	HE UHP300	\$	_ x	365	X	10	=	\$
	Bidder mus	t bid all items	in Section in or	der for bid to	be c	onsidere	d res	ponsive	e.	

PRICE FORM SECTION 2A - VENDOR PROVIDED CYLINDER RENTALS

TEM NO.	DESCRIPTION	CAPACITY	ITEM NO.	DAILY RATE		DAYS IN A YEAR		EST. LINDE QTY.	R	TOTAL PRICE	
9.	Helium, Zero 4.8 Grade, Size 300 Cylinder	300 Cubic Feet	HE Z300	\$	x	365	x	8	=	\$	
10.	Zero Grade 4.8 Hydrogen, Size 300 Cylinder	300 Cubic Feet	HY Z300	\$	x	365	x	8	=	\$	
11.	Industrial Grade Liquid Nitrogen, 180 Liter Cylinder	4428 Cubic Feet	NI 180LT22	\$	x	365	x	2	=	\$	
12.	Industrial Grade Nitrogen, Size 200 Cylinder	200 Cubic Feet	NI 200	\$	x	365	x	1	=	\$	
13.	Nitrogen, Ultra High Purity 5.0 Grade Size 300 Cylinder	300 Cubic Feet	NI UHP300	\$	x	365	x	4	=	\$	
14.	Industrial Grade Oxygen, Size 125 Cylinder	125 Cubic Feet	OX 125	\$	x	365	х	2	=	\$	
	Bidder mus	st bid all items	in Section in o	rder for bid to	 o be c	onsidere	d resp	oonsiv	e 	 	- -

PRICE FORM SECTION 2A - VENDOR PROVIDED CYLINDER RENTALS

ITEM NO.	DESCRIPTION	CAPACITY	ITEM NO.	DAILY RATE	DAYS IN A YEAR	EST. CYLINDER QTY.	TOTAL PRICE
15.	Industrial Grade Oxygen, Size 150 Cylinder	150 Cubic Feet	OX 150	\$x	365	x 3 = \$_	
16.	Industrial Grade Oxygen, Size 200 Cylinder	200 Cubic Feet	OX 200	\$x	365	x 20 = \$_	
				TO	TAL FOR S	SECTION 2A: \$_	
	Bidder mu	 ust bid all items in	n Section in c	order for bid to be	 considere	d responsive	

ITEM NO.	CYLINDER	ITEM NO.	PRICE PER CUBIC FOOT	CYLINDER CAPACITY		EST. ANNUAL REFILLS		TOTAL PRICE
17.	Industrial Grade Acetylene, Size 3 ACET Cylinder	AC 3	\$x	70 Cubic Feet	x	21	=	\$
18.	Industrial Grade Acetylene, Size 4 ACET Cylinder	AC 4	\$x	100 Cubic Feet	x	122	=	\$
19.	Dissolved Acetylene, UN1001	AC B	\$ x	12 Cubic Feet	х	1	=	\$
20.	Acetylene Turbo Torch	CGA200	\$ x	10 Cubic Feet	х	100	=	\$
21.	Air, Compressed 2.2, Air Breathing Grade D, 300 Cylinder (UN1002)	AI B300	\$x	300 Cubic Feet	x	30	=	\$
22.	Industrial Grade Argon, Size 40 Cylinder	AR 40	\$x	40 Cubic Feet	х	1	=	\$
23.	Industrial Grade Argon, Size 125 Cylinder	AR 125	\$x	125 Cubic Feet	х	5	=	\$
	Bidder must I	oid all items i	n Section in order	for bid to be cons	side	red respon	sive).

ITEM NO.	CYLINDER	ITEM NO.	PRICE PER CUBIC FOOT	CYLINDER CAPACITY		EST. ANNUAL REFILLS		TOTAL PRICE
24.	Industrial Grade Argon, Size 150 Cylinder	AR 150	\$x	150 Cubic Feet	x	2	=	\$
25.	Industrial Grade Argon, Size 300 Cylinder	AR 300	\$x	300 Cubic Feet	X	2	=	\$
26.	25% Carbon Dioxide Balance Argon Industrial Shielding Gas Mix	AR CD25125	\$x	125 Cubic Feet	x	5	=	\$
27.	25% Carbon Dioxide Balance Argon Industrial Shielding Gas Mix	AR CD25150	\$x	150 Cubic Feet	x	3	=	\$
28.	25% Carbon Dioxide Balance Argon Industrial Shielding Gas Mix, Size 300 Cylinder	AR CD25300	\$x	300 Cubic Feet	x	34	=	\$
29.	Argon Ultra High Purity Grade 5.0 Size 300	AR UHP300	\$x	300 Cubic Feet	х	1	=	\$
	Bidder must	bid all items ir	Section in order	for bid to be cons	side	red respor	 nsive).

TEM NO.	CYLINDER	ITEM NO.	PRICE PER CUBIC FOOT	CYLINDER CAPACITY		EST. ANNUAL REFILLS		TOTAL PRICE
30.	USP Grade Medical Carbon Dioxide, Size 50 Pound Cylinder	CD USP50	\$x	437 Cubic Feet	x	10	=	\$
31.	Helium, Ultra High Purity 5.0 Grade, Size 300 Cylinder	HE UHP300	\$ x	300 Cubic Feet	х	3	=	\$
32.	Helium, Zero 4.8 Grade, Size 300 Cylinder	HE Z300	\$ x	300 Cubic Feet	х	3	=	\$
33.	Zero Grade 4.8 Hydrogen, Size 300 Cylinder	HY Z300	\$ x	300 Cubic Feet	X	6	=	\$
34.	Liquid Nitrogen 30LTR Dewar	NI 30LT	\$ x	861 Cubic Feet	х	1	=	\$
35.	Industrial Grade Liquid Nitrogen, 180 Liter Cylinder	NI 180LT22	\$x	4428 Cubic Feet	х	2	=	\$
36.	Industrial Grade Nitrogen, Size 200 Cylinder	NI 200	\$ x	200 Cubic Feet	х	24	=	\$

ITEM NO.	CYLINDER	ITEM NO.	PRICE PER CUBIC FOOT	CYLINDER CAPACITY		EST. ANNUAL REFILLS			TOTAL PRICE
37.	Nitrogen, Ultra High Purity 5.0 Grade Size 300 Cylinder	NI UHP300	\$x	300 Cubic Feet	х	1	=	\$	
38.	Industrial Grade Oxygen, Size 125 Cylinder	OX 125	\$ x	125 Cubic Feet	x	6	=	\$	
39.	Industrial Grade Oxygen, Size 150 Cylinder	OX 150	\$ x	150 Cubic Feet	x	32	=	\$	
40.	Industrial Grade Oxygen, Size 200 Cylinder	OX 200	\$ x	200 Cubic Feet	x	110	=	\$	_
41.	Oxygen Turbo Torch	CGA540	\$ x	10 Cubic Feet	X	70	=	\$	
	TOTAL FOR SECTION 2B:								_
	\$								
	\$								
TOTAL SECTION 2 (TOTAL 2A PLUS 2B):									
	Bidder must	bid all items in	n Section in order	for bid to be con	side	ered respor	nsive). 	

TEM NO.	CYLINDER	ITEM NO.	PRICE PER CUBIC FOOT	CYLINDER CAPACITY	EST. ANNUAL REFILLS	TOTAL PRICE			
[Discount from list price or ca	atalog for item	s not listed:		%				
þ	State list price or catalog that the above discount will be applied to. Please include with bid response or if on-line, provide link and password, if required, for access. List price, catalog or on-line pricing may change as needed; However, discount must remain firm throughout the duration of the contract.								
_									
i_		t hid all itoms	in Section in order						

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



TARRANT COUNTY SEALED BID/PROPOSAL/RESPONSE

Bid No. 2018-192

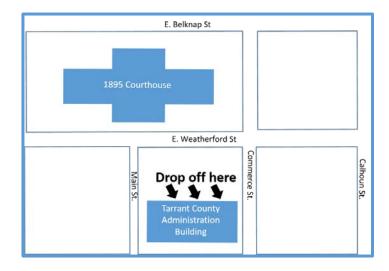
Annual Contract for Welding Equipment/Supplies and Industrial/Medical Gases

Due Date: September 10, 2018 at 2:00

pm

Tarrant County Administration Building
ATTN: Purchasing Department
100 E. Weatherford St., Third Floor, Suite 303
Fort Worth, Texas 76102





Building View

