



Vendor Name:

**TARRANT COUNTY
PURCHASING DEPARTMENT**

JACK BEACHAM, C.P.M., A.P.P.
PURCHASING AGENT

ROB COX, C.P.M., A.P.P.
ASSISTANT PURCHASING AGENT

BID NO. 2016-143

**ANNUAL CONTRACT
FOR
LAWN MAINTENANCE**

**BIDS DUE JUNE 30, 2016
2:00 P.M.**

BID NO. 2016-143

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ANNUAL CONTRACT FOR LAWN MAINTENANCE

PRE-BID CONFERENCE

All bidders are encouraged to attend a Pre-Bid Conference to be held:

DATE: FRIDAY, JUNE 17, 2016
TIME: 2:00 P.M.
LOCATION: TARRANT COUNTY ADMINISTRATION BUILDING
PURCHASING DEPARTMENT CONFERENCE ROOM
100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76102

Note: There is NO opportunity for remote attendance of this meeting.

RSVP: Vendors planning to attend the pre-bid conference should RSVP, in writing, via facsimile, no later than 5:00 p.m., Thursday, June 16, 2016.

Send RSVPs to JAMES L. BOCKS at (817) 884-2629.

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

ANNUAL CONTRACT FOR LAWN MAINTENANCE

Tarrant County is requesting bids for the **ANNUAL CONTRACT FOR LAWN MAINTENANCE** for the **FACILITIES MANAGEMENT DEPARTMENT**. All bids must be submitted on the attached Price Form. Vendors must bid on all items. 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 PROPOSALS
MUST BE RECEIVED IN THE
PURCHASING DEPARTMENT**

**AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76196-0104
ON OR BEFORE JUNE 30, 2016
AT 2:00 P.M.**

BY COURIER, FEDERAL EXPRESS, UPS

ORIGINAL AND ONE (1) COPY

OF

**COMPLETED BID PROPOSALS
MUST BE RECEIVED IN THE
PURCHASING DEPARTMENT**

**AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76102
ON OR BEFORE JUNE 30, 2016
AT 2:00 P.M.**

All bids, including a "NO BID", are due in the 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.

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 Purchasing Department, the Bidder shall be responsible for actual delivery of the bid to the 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 Purchasing Agent and the approval of Commissioners' Court.

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

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 the County.

No oral explanation about the meaning of the bid specifications will be made and no oral instructions will be given before the award of the contract. Request from interested Bidders for additional information or interpretation of the information included in the specifications and all questions should be directed in writing, via facsimile, to:

ANNUAL CONTRACT FOR LAWN MAINTENANCE

JAMES L. BOCKS, CPPB, 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 time, Monday, June 20, 2016. After the question deadline, all questions and their responses will be posted on the website and available for download by Bidders.

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 Purchasing Agent, the review, inspection, and processing procedures can be completed as specified.

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

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

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

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

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

1. Bids received after the time limit for receiving bids.
2. Bids containing any irregularities.
3. Unbalanced value of any items.

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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 Bid for the work contemplated.
3. Bidder being interested in any litigation against the 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 the County, will prevent or hinder the prompt completion of additional work, if awarded.
7. Bidders shall not owe delinquent property tax in Tarrant County.

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 the submission of all required forms, including but not limited to the Reference Page, Compliance With Federal and State Laws Form, Checklist, 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 Chapter 552.136, Texas Government Code. 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 Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

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VENDOR AGREES THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND SAVE WHOLE AND HARMLESS TARRANT COUNTY, AND ALL OFFICERS, AGENTS AND EMPLOYEES OF TARRANT COUNTY (HEREINAFTER "THE INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, LITIGATION EXPENSES AND COURT COSTS OF WHATSOEVER NATURE, CHARACTER OR DESCRIPTION THAT ANY PERSON OR ENTITY HAS OR MAY HAVE ARISING FROM OR ON ACCOUNT OF ANY EMPLOYMENT RELATED MATTER ASSERTED BY ANY OF ITS EMPLOYEES AGAINST THE INDEMNIFIED PARTIES OR FOR ANY INJURIES OR DAMAGES (INCLUDING, BUT NOT RESTRICTED TO, DEATH) RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS OR PROPERTY, ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY NEGLIGENT ACT OR OMISSION OF VENDOR OR ANY AGENT, SERVANT, EMPLOYEE OR SUBCONTRACTOR OF VENDOR IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. VENDOR FURTHER AGREES TO PROTECT, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS AND AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE, JUDGMENTS OR EXPENSE, INCLUDING ATTORNEY'S FEES, LITIGATION EXPENSES AND COURT COSTS ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THE AGREEMENT BECAUSE OF ANY FAILURE OF VENDOR, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, INVITEES OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL THE REQUIREMENTS AND PROVISIONS HEREIN.

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 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.

ANNUAL CONTRACT FOR LAWN MAINTENANCE

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS:** Vendor(s) will be awarded a thirteen (13) month contract, effective from date of award or notice to proceed as determined by Tarrant County Purchasing. At Tarrant County's option and approval by Vendor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**

2. **RENEWAL OPTIONS:** Tarrant County reserves the right to exercise an option to renew the contract of Vendor for two (2) additional twelve (12) month periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the County exercises the right in writing, the Vendor shall update and submit any legal 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, the County will rescind its option and seek a new bid solicitation.

3. **COOPERATIVE PURCHASING:** Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among the governmental entities that are listed on pages 8-10; therefore it would be in Vendor's best interest to help Tarrant County facilitate this cooperative effort. **A "NO" answer could result in complete rejection of bid.**
 - A. Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

_____Yes _____No
 - 1) If you, the Bidder, checked yes, the following will apply:
 - a) Governmental Entities utilizing Inter-Governmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials/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/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.

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 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.
- d) Vendor(s) awarded contract(s) resulting from bid shall 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 shall be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County. Failure to provide the requested information when requested could delay the renewal process.

B. SECONDARY/ALTERNATE AWARD: Secondary or alternate Vendors serve in a backup capacity only. In the event the primary is unable to honor the terms and conditions of the contract, the secondary Vendor may be called. If the secondary Vendor is unable to honor the terms and conditions of the contract, the alternate may be called. The primary vendor is the first contact. Use of the secondary or alternate must be approved, in writing, by the Tarrant County Purchasing Agent or his designee.

- 1) In the event the secondary or alternate Vendors are called upon, they will offer the goods and services at the bid prices, or better. Any attempt to increase the original bid price may be cause to remove Vendor from the contract. This in no way negatively affects the status of the primary Vendor.
- 2) If the 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, the Vendor, be willing to accept a secondary/alternate award based on the above?

Yes No

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Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

1.	Alamo Heights ISD	52.	City of Bridge City	105.	City of Galveston
2.	Allen ISD	53.	City of Bridgeport	106.	City of Ganado
3.	Alvord ISD	54.	City of Brownwood	107.	City of Garland
4.	Anna Fire Department	55.	City of Bryan	108.	City of Gatesville
5.	Aransas County	56.	City of Burk Burnett	109.	City of Georgetown
6.	Arlington ISD	57.	City of Burleson	110.	City of Glen Heights
7.	Armstrong County	58.	City of Caddo Mills	111.	City of Godley
8.	Atascosa County	59.	City of Canton	112.	City of Granbury
9.	Bastrop County	60.	City of Carrollton	113.	City of Grand Prairie
10.	Bell County	61.	City of Castle Hills	114.	City of Grand Saline
11.	Benbrook Water Authority	62.	City of Cedar Hill	115.	City of Grapevine
12.	Bethany Special Utility District	63.	City of Cedar Park	116.	City of Greenville
13.	Bexar County	64.	City of Celeste	117.	City of Haltom City
14.	Birdville ISD	65.	City of Celina	118.	City of Haslet
15.	Blue Ridge Fire Department	66.	City of Cibolo	119.	City of Heath
16.	Bosque County	67.	City of Cleburne	120.	City of Hitchcock
17.	Branch Fire Department	68.	City of Cockrell Hill	121.	City of Horizon City
18.	Brazoria County	69.	City of Colleyville	122.	City of Hudson Oaks
19.	Brazos County	70.	City of Combine	123.	City of Huntsville
20.	Briar Volunteer Fire Department	71.	City of Commerce	124.	City of Hurst
21.	Brooks County Constables, Precincts 1-4	72.	City of Converse	125.	City of Hutchins
22.	Brown County	73.	City of Coppell	126.	City of Hutto
23.	Bulverde Police Department	74.	City of Copperas Cove	127.	City of Irving
24.	Burnet County	75.	City of Corinth	128.	City of Italy
25.	Cameron County	76.	City of Corsicana	129.	City of Jefferson
26.	Carroll ISD	77.	City of Crowley	130.	City of Keene
27.	Carrollton-Farmers Branch ISD	78.	City of Cumby	131.	City of Keller
28.	Castleberry ISD	79.	City of Dalworthington Gardens	132.	City of Kennedale
29.	Cedar Hill ISD	80.	City of De Leon	133.	City of Killeen
30.	Chambers County	81.	City of Decatur	134.	City of Krum
31.	Cherokee County	82.	City of Deer Park	135.	City of Kyle
32.	City of Aledo	83.	City of Denison	136.	City of La Vernia
33.	City of Allen	84.	City of Denton	137.	City of Lake Dallas
34.	City of Alvord	85.	City of DeSoto	138.	City of Lake Worth
35.	City of Amarillo	86.	City of Diboll	139.	City of Lancaster
36.	City of Anna	87.	City of Duncanville	140.	City of Laredo
37.	City of Arlington	88.	City of Early	141.	City of League City
38.	City of Athens	89.	City of Eastland	142.	City of Leander
39.	City of Aubrey	90.	City of El Paso	143.	City of Lewisville
40.	City of Austin	91.	City of Electra	144.	City of Lindale
41.	City of Azle	92.	City of Emory	145.	City of Little Elm
42.	City of Balch Springs	93.	City of Euless	146.	City of Littlefield
43.	City of Bangs	94.	City of Everman	147.	City of Live Oak
44.	City of Baytown	95.	City of Farmers Branch	148.	City of Lubbock
45.	City of Bedford	96.	City of Farmersville	149.	City of Lucas
46.	City of Bells	97.	City of Ferris	150.	City of Lufkin
47.	City of Benbrook	98.	City of Floresville	151.	City of Lumberton
48.	City of Blue Mound	99.	City of Forest Hill	152.	City of Mansfield
49.	City of Bovina	100.	City of Forney	153.	City of Marshall
50.	City of Bowie	101.	City of Fort Worth	154.	City of McAllen
51.	City of Boyd	102.	City of Frisco	155.	City of McKinney
		103.	City of Gainesville	156.	City of Melissa
		104.	City of Galena Park	157.	City of Merkel
				158.	City of Mesquite

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Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

159.	City of Midlothian	214.	City of Watauga	262.	Fort Worth ISD
160.	City of Morgan's Point Resort	215.	City of Waxahachie	263.	Fort Worth Transportation Authority
161.	City of Murphy	216.	City of Weatherford	264.	Freestone County
162.	City of Nacogdoches	217.	City of Westworth Village	265.	Frisco ISD
163.	City of Nederland	218.	City of White Settlement	266.	Grandview Police Department
164.	City of New Braunfels	219.	City of Whitesboro	267.	Grapevine\Colleyville ISD
165.	City of North Richland Hills	220.	City of Whitewright	268.	Grayson County
166.	City of Odessa	221.	City of Wills Point	269.	Gregg County
167.	City of Palestine	222.	City of Wilmer	270.	Guadalupe County
168.	City of Pasadena	223.	City of Wylie	271.	Hardin County
169.	City of Pelican Bay	224.	Clay County	272.	Harris County Emergency Services District
170.	City of Pharr	225.	Clear Creek ISD	273.	Harrison County
171.	City of Plano	226.	Cochran County	274.	Hays County
172.	City of Port Isabel	227.	Collin County	275.	Heart of Texas Region MHRM Center
173.	City of Pottsboro	228.	Collin County Community College	276.	Henderson County
174.	City of Princeton	229.	Comal County	277.	Hood County
175.	City of Ralls	230.	Cooke County	278.	Hopkins County
176.	City of Red Oak	231.	Coryell County	279.	Housing Authority of the City of Austin
177.	City of Rhome	232.	Cottdondale Volunteer Fire Department	280.	Humble ISD
178.	City of Richardson	233.	Crowley ISD	281.	Hunt County
179.	City of Richland Hills	234.	Dallas County	282.	Hurst Euleess Bedford ISD
180.	City of River Oaks	235.	Dallas/Fort Worth International Airport Board	283.	Hutchinson County
181.	City of Roanoke	236.	Dallas ISD	284.	Idea Public Schools
182.	City of Rockwall	237.	Decatur ISD	285.	Jasper County
183.	City of Round Rock	238.	Denison ISD	286.	Jefferson County
184.	City of Rowlett	239.	Denton County	287.	Jim Wells County
185.	City of Royse City	240.	Denton County Fresh Water Supply Dist No. 1-A	288.	Johnson County
186.	City of Runaway Bay	241.	Denton ISD	289.	Johnson County Special Utility District
187.	City of Sachse	242.	DeSoto ISD	290.	Karnes County
188.	City of Saginaw	243.	Diana Special Utility District	291.	Kaufman County
189.	City of San Angelo	244.	Duncanville ISD	292.	Kaufman ISD
190.	City of San Benito	245.	Duval County	293.	Keller ISD
191.	City of San Marcos	246.	Eagle Mountain-Saginaw ISD	294.	Kennedale ISD
192.	City of Sanger	247.	East Texas Council of Govs.	295.	Kerens ISD
193.	City of Sansom Park	248.	Ector County	296.	Kinney County
194.	City of Seagoville	249.	Ector County ISD	297.	Krum ISD
195.	City of Sherman	250.	Eddy County, NM	298.	Lake Dallas ISD
196.	City of Sour Lake	251.	Education Service Center Region XI	299.	Lake Worth ISD
197.	City of Southlake	252.	El Paso County	300.	Lamar County
198.	City of Southmayd	253.	El Paso County Hospital District dba University Medical Center of El Paso	301.	Lamb County
199.	City of Springtown	254.	Electra ISD	302.	Lampasas County
200.	City of Stephenville	255.	Ellis County	303.	Lavon Police Department
201.	City of Sulphur Springs	256.	Erath County	304.	Leon County
202.	City of Taft	257.	Everman ISD	305.	Lewisville ISD
203.	City of Taylor	258.	Fannin County	306.	Limestone County
204.	City of Temple	259.	Floyd County	307.	Little Elm ISD
205.	City of Terrell	260.	Fort Bend County	308.	Lovejoy ISD
206.	City of Texarkana, AR	261.	Fort Worth Housing Authority	309.	Lowry Crossing Vol Fire Dept
207.	City of Texarkana, TX			310.	Lubbock County.
208.	City of The Colony				
209.	City of University Park				
210.	City of Van Alstyne				
211.	City of Venus				
212.	City of Vernon				
213.	City of Waco				

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Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

311.	Mansfield ISD	357.	Sherman ISD	399.	Travis County Healthcare District
312.	Medina Valley ISD	358.	Smith County	400.	Trinity River Authority
313.	Merilee Special Utility Dist.	359.	Springtown ISD	401.	U.S. Marshals Service
314.	McKinney ISD	360.	South Montgomery Fire Department	402.	University of North Texas
315.	McLennan County	361.	South Texas College	403.	University of North Texas Health Science Center
316.	McLennan Comm. College	362.	SPAN, Inc.	404.	University of Texas at Arlington
317.	MHMR of Tarrant County	363.	Stephens County	405.	University of Texas at Dallas
318.	Midland County	364.	Tarleton State University	406.	University of Texas MD Anderson Cancer Center
319.	Midway ISD	365.	Tarrant Appraisal District	407.	Upper Trinity Regional Water District
320.	Milam County	366.	Tarrant County 9-1-1 Emergency Assistance District	408.	Upshur County
321.	Mills County	367.	Tarrant County College District	409.	Upton County
322.	Montgomery County	368.	Tarrant County Emergency Services District 1	410.	Van Alstyne ISD
323.	Montgomery County Hospital District	369.	Tarrant County Hospital District	411.	Van Zandt County
324.	Mount Pleasant Police Dept.	370.	Tarrant County Workforce Development Board	412.	Victoria County
325.	Nacogdoches County	371.	Tarrant Regional Water District	413.	Waco ISD
326.	Navarro County	372.	Taylor County	414.	Walker County
327.	Nevada Volunteer Fire Dept.	373.	Terrell ISD	415.	Ward County
328.	New Caney ISD	374.	Texas A&M University at Commerce	416.	Weatherford College
329.	Nolan County	375.	Texas Alcoholic Beverage Commission	417.	Westminster Fire Dept.
330.	North Central Texas Council of Governments	376.	Texas Dept. of Parks & Wildlife	418.	Weston Volunteer Fire Department
331.	North Texas Municipal Water District	377.	Texas Dept. of Public Safety	419.	White Settlement ISD
332.	North Texas Tollway Authority	378.	Titus County	420.	Williamson County
333.	Northwest ISD	379.	TML MultiState Intergovernmental Employee Benefits Pool	421.	Williamson County Emg Services District #3
334.	Nueces County	380.	Tom Green County	422.	Wilson County
335.	Olton Police Department	381.	Town of Addison	423.	Wise County
336.	Orange County	382.	Town of Argyle	424.	Wood County
337.	Palo Pinto County	383.	Town of Edgecliff Village	425.	Zapata County
338.	Panola County	384.	Town of Fairview		
339.	Paradise ISD	385.	Town of Flower Mound		
340.	Parker County	386.	Town of Hickory Creek		
341.	Parker County Emergency Services District 1	387.	Town of Highland Park		
342.	Potter County	388.	Town of Lakeside		
343.	Public Transit Service of Mineral Wells	389.	Town of Little Elm		
344.	Rancho Viejo Police Department	390.	Town of Northlake		
345.	Randall County	391.	Town of Pantego		
346.	Red Oak ISD	392.	Town of Ponder		
347.	Red River County	393.	Town of Prosper		
348.	Region 9 Education Service Center Wichita	394.	Town of Sunnyvale		
349.	Rockwall County	395.	Town of Trophy club		
350.	Round Rock ISD	396.	Town of Westlake		
351.	Sam Rayburn ISD	397.	Town of Westover Hills		
352.	San Jacinto College District	398.	Travis County		
353.	San Patricio County				
354.	Schleicher County				
355.	Senior Center Resource and Public Transit, Inc. of Hunt County				
356.	Seven Points Fire Rescue				

ANNUAL CONTRACT FOR LAWN MAINTENANCE

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. **EXAMINATION OF EXISTING PREMISES:** It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based on the specifications, supplemented by the affecting conditions.
5. **RISK:** The work under this contract in every respect shall be at the risk of the Contractor until finished and accepted.
6. **EXECUTION, CORRECTION, AND INTENT OF DOCUMENTS:** The intent of the contract documents, plans and specifications is to describe the complete work to be performed under such contract. Unless otherwise provided, it is also the intent of the plans and specifications and contract documents that the respective Contractor(s) shall furnish all materials, supplies, tools, equipment, machinery, labor and supervision necessary for the prosecution and completion of the work in full compliance with the proposal, plans, specification and other documents.
7. **INSURANCE:**
 - A. The 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) Automobile Liability:
 - a. Bodily Injury — \$500,000 minimum combined single limit
 - 4) Contractual Liability — same limits as above.
 - B. The 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 the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.

ANNUAL CONTRACT FOR LAWN MAINTENANCE

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

C. Required 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 at 100 East Weatherford Street.
 - 2) All certificates shall provide Tarrant County with an unconditional thirty 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 the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.
 - 5) The 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) 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.
8. **LABOR:** Perform labor in a workmanlike manner by skilled mechanics of their respective trades.
9. **TIME OF COMPLETION:** Each Bidder shall state in his bid, in the space provided, the number of calendar days required from the date of receipt of "Notice to Proceed" to complete the work.
10. **WORKMEN'S SAFETY:** The Contractor shall meet all safety and health regulations required by the Occupational Safety and Health Administration, Department of Labor and all state regulations dealing with occupational safety.
11. **SALES TAX:** Contracts or subcontracts let on this project are exempt from the "Limited Sales Tax" of the State of Texas, and no provisions should be made in any bid for an amount to be used to pay such tax, either directly or indirectly.
12. **MATERIAL SUBSTITUTION:**
- A. Where several materials are specified by name for one use, select for use of those specified. Wherever item or class of material is specified exclusively by trade name, manufacturer's name or catalog reference, use only such item unless written approval for substitution is secured.
 - B. The Specifications specify the quality of the materials to be used. The method of fabrication and incorporation into the building shall be governed by the best known practices in each of the respective trades.

ANNUAL CONTRACT FOR LAWN MAINTENANCE

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

13. **CODE REQUIREMENTS:** The rules and regulations, ordinances and laws governing the installation of the work and/or equipment shall be in accordance with all regulations and codes of the Federal, State, and Municipal departments having jurisdiction, the National Board of Fire Underwriters, Factory Mutual Insurance, and Texas Engineering and Fire Prevention Bureau, and the local utility companies which are in force at the time of the execution of the work.
14. **STORM WATER.** Tarrant County storm water staff will work with Facilities Management Department and Purchasing to require any county hired contractors to follow all storm water good housekeeping Best Management Practices (BMP's) when working on county grounds and buildings.
15. **PROTECTION:** The Contractor shall provide and maintain all protections required by the governing laws, regulations, and ordinances. The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the Owner or to the work or materials installed and shall make good any loss, damage, or injury without cost to the owner.
16. **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.
17. **CRIMINAL BACKGROUND CHECK:**
Certain contracts may require Vendors to enter sensitive security areas. These include, but are not limited to, Tarrant County Sheriff's Department, Tarrant County Courts, Tarrant County Criminal District Attorney's Offices, and Tarrant County Information Technology.
If a particular contract requires your personnel to enter such a location the following could apply.
 - a. The Vendor shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Tarrant County property.
 - b. Vendor personnel who perform work on Tarrant County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all Vendor personnel entering County buildings for the duration of the contract.
 - c. Criminal Background checks conducted by Vendor may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.

ANNUAL CONTRACT FOR LAWN MAINTENANCE

- d. Award of a contract could be affected by Vendor's refusal to agree to these terms. Award could also be affected if Vendor is unable to supply personnel who can pass a Criminal Background Check.

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

18. **NO REMOTE ATTENDANCE:** There is no opportunity for remote attendance at the Pre-Bid Conference. Bidders are not allowed to call in to attend this meeting.

ANNUAL CONTRACT FOR LAWN MAINTENANCE

SPECIAL CONDITIONS

TWCC Rule 110.110 Workers' Compensation Insurance Coverage

Note: TWCC Rule 110.110 applies to Building and Construction projects for Governmental Entities and is included in this bid for Information Purposes Only.

A. Definitions:

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

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

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

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

ANNUAL CONTRACT FOR LAWN MAINTENANCE

TWCC Rule 110.110 Workers' Compensation Insurance Coverage

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

ANNUAL CONTRACT FOR LAWN MAINTENANCE

TWCC Rule 110.110 Workers' Compensation Insurance Coverage

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

ANNUAL CONTRACT FOR LAWN MAINTENANCE

Evaluation criteria shall include, but is not limited to the following:

- a. Total Price
- b. Vendor's past performance record with Tarrant County
- c. Tarrant County's evaluation of Bidder's ability to perform
- d. Tarrant County's experience with products bid
- e. Special needs and requirements of Tarrant County
- f. Bidder's agreement to extend pricing under this contract to other governmental entities

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

ANNUAL CONTRACT FOR LAWN MAINTENANCE

TECHNICAL SPECIFICATIONS

1. Vendor is to maintain lawns to specified heights and cleanliness throughout the year.
2. Vendor is to keep St. Augustine grass to 2.0 inches in height (maximum) during the months of March through June, and 3.5 inches in height (maximum) during the months July through February.
3. Vendor is to keep Bermuda grass to 1.0 inch in height (maximum) during the months of May through August, and 1.5 inches in height (maximum) during the months September through April.
4. Vendor shall mow grass as often as necessary so no more than 1/3 of the leaf blade is removed at any one (1) mowing. This may require mowing every five (5) days during growing season.
5. Vendor shall remove all trash and debris from lawn, shrubs, sidewalks, ground cover areas, and flowerbeds before mowing.
6. Vendor shall edge cut all sidewalks, curbs, pavement, and other borders each mowing.
7. Vendor shall remove all grass cuttings from sidewalks, curbs, and pavement after mowing and edging in compliance with Tarrant County Storm Water Prevention Plan. Leaves, grass clippings and other yard waste must never be blown, swept or dumped into storm drain, street, driveway, drainage ditch, waterway, parking lot, or any other conveyance that provides collection and movement of storm water. All grass clippings not blown back into lawn areas should be composted, bagged for disposal at a permitted inert landfill, or applied to an area of land where no possibility for entrance into storm sewer system or a waterway exists.
8. Vendor shall remove all tire marks caused by equipment used in the completion of services under this request for bid at no cost to Tarrant County.
9. Vendor shall trim all grass around trees, signs, monuments, edges of buildings, shrubs, and any other immovable objects.
10. Vendor shall trim shrubs and ground cover once per month during mowing season as defined each year by Tarrant County Facilities. The trimming of shrubs and ground cover shall be completed by the Vendor six (6) times each year at a minimum.
11. Vendor shall break-up the soil in plant beds once per year at a minimum.
12. Vendor shall care for all lawns located in the Downtown Fort Worth area on Saturdays, Sundays, Holidays, or after 6:00 p.m. Vendor shall not care for lawns located in the Downton Fort Worth area outside of these times without prior approval from Tarrant County Facilities Management.

ANNUAL CONTRACT FOR LAWN MAINTENANCE

13. Vendor shall not use Tarrant County dumpsters to dispose of any refuse.
14. Vendor shall be responsible for replacing, at no cost to Tarrant County, all trees, shrubs, sprinkler heads/pipes, and any other damages caused by the Vendor's personnel during the completion of services under this request for bid. The Vendor's personnel includes any personnel sub-contracted by the Vendor for the completion of services under this request for bid.
15. Vendor must schedule service dates with appointed Tarrant County Facilities Management personnel. Vendor must not complete work without prior approval to proceed from Tarrant County Facilities Management. Changes in schedule for any reason (including inclement weather) must be approved by Tarrant County Facilities Management.
16. Vendor shall supply an Inspection Report describing services completed on the service visit date. Vendor shall list services completed and areas worked on Inspection Reports.
17. Vendor shall contact the appropriate Tarrant County Facilities Management personnel and sign-in before work is started and sign-out when work is completed.
18. Vendor must maintain a staff adequate to complete required service calls. This staff must be established one (1) month prior to the scheduled visit date of each service call. Vendor must have staff sufficient to complete all required services within a single visit to the required location.
19. Tarrant County reserves the right to add or delete locations as needed. The County will request a written quotation from the Vendor for additional locations. Vendor shall submit, in writing, a fair and reasonable price for a service call for the new locations based on current bid prices contained in this bid. If it is determined the quote is excessive, the County reserves the right to request quotations from additional sources.



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 may recognize other agencies' certification processes recognized by the State of Texas. 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 copies of bid specifications 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 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 as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

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

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)

ANNUAL CONTRACT FOR LAWN MAINTENANCE

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.

The 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, TX 78711-3047
(512) 463-5872

OR

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

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

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

Indicate all that apply:

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

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

ANNUAL CONTRACT FOR LAWN MAINTENANCE

REFERENCES

Please list three (3) references, **other than Tarrant County**, who can verify your performance as a Vendor. Performance includes but shall not be 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. The 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 company has completed a project of similar size and scope of work in the bid. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

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

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

REFERENCE ONE

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

REFERENCE TWO

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

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

ANNUAL CONTRACT FOR LAWN MAINTENANCE

REFERENCES

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

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

SIGNATURE FORM

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

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

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

The undersigned affirms that they are duly authorized to execute the 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 the bid.

Vendor hereby assigns to purchase 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 understand the specifications and any attachments contained in the bid package. **Failure to sign and return this form will result in the rejection of the entire bid.**

Signature _____ **X**

Authorized Representative

NAME AND ADDRESS OF COMPANY:

_____ Date _____

_____ Name _____

_____ Title _____

Tel. No. _____ FAX No. _____

E-Mail Address: _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____ Tel. No. _____

THIS FORM MUST BE SIGNED.

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



Did you provide References,
sign your Bid and/or your
Addendum?

If not, your Bid will be
rejected.

ANNUAL CONTRACT FOR LAWN MAINTENANCE

COMPANY IS:

Business included in a Corporate Income Tax Return? _____ YES _____ NO

_____ Corporation organized & existing under the laws of the State of _____

_____ Partnership consisting of _____

_____ Individual trading as _____

_____ Principal offices are in the city of _____

ANNUAL CONTRACT FOR LAWN MAINTENANCE

FORM 1295 INFORMATION

The following information applies ONLY to an awarded Vendor

Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. Prior to award by Commissioners Court, Bidder will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Bidder must print, sign and notarize Form 1295.
3. **Within ten (10) business days** from notification of pending award by the Tarrant County Purchasing Agent, the completed Form 1295 **must** be submitted to Tarrant County.
4. Bidder will need to repeat the process and obtain a separate Form 1295 each time they enter into a new contract, renew a contract or make modification and/or amendments to a Tarrant County contract.

Instruction and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

**BY SIGNING ON THE "COMPLIANCE PAGE"
BIDDER AGREES TO ADHERE TO HB 1295 REFERENCED ABOVE.**

ANNUAL CONTRACT FOR LAWN MAINTENANCE

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a bid in response to the solicitation, 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 the contract for default.

DISCLOSURE OF INTERESTED PARTIES

By submitting a bid in response to the 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.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

Signature _____ X

THIS FORM MUST BE SIGNED.

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

ANNUAL CONTRACT FOR LAWN MAINTENANCE

FORMS/DOCUMENTS CHECKLIST

	✓ Indicates Completion
	1. References. Vendor has provided references, other than Tarrant County. References must be able to verify the quality of service company provides and that the company has completed a project of similar size and scope of work to the bid.
	2. Signatures. All forms requiring a signature must be signed. Bids not signed will not be considered for award.
	3. Price Forms. All sections of Price Forms have been completed.
	4. Insurance Certificates (If required). Bidders must submit all Insurance Certificates prior to commencement of work. If no insurance requirements specified, mark N/A.
	5. Addenda. When applicable, Bidder acknowledges receipt of all Addenda, including the signed Addenda cover pages, and any revised Forms in their bid package.
	6. It is the Bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and their 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 the submission of all required forms, including but not limited to the Reference Page, Compliance With Federal and State Laws Form, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.
	7. Bidder has read, understands, and agrees to Tarrant County's Criminal Background Check requirements.
	8. Accuracy for all mathematical and number entries is the sole responsibility of the Bidder. Tarrant County will not be responsible for errors made by the Bidder.
	9. Bidder's company is registered on TVORS (Tarrant On-Line Vendor Registration System).

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

ANNUAL CONTRACT FOR LAWN MAINTENANCE

FORMS/DOCUMENTS CHECKLIST

	✓ Indicates Completion
	10. Bidder has sealed and marked the envelope with the Bid Number, Bid Title, and due date.
	11. Failure to comply with the requirements set forth in the bid may result in rejection of bid and/or cancellation of contract after award.

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

ANNUAL CONTRACT FOR LAWN MAINTENANCE

PRICE FORM

ITEM NO.	DESCRIPTION	COST PER BUILDING PER MONTH		EXT. PRICE
1.	1895 Courthouse (Downtown) 100 W. Weatherford Street Fort Worth, Texas 76102	\$ _____	x 12 =	\$ _____
2.	Administration Building (Downtown) 100 E. Weatherford Street Fort Worth, Texas 76102	\$ _____	x 12 =	\$ _____
3.	Alliance for Children 625 Grapevine Highway Hurst, Texas 76054	\$ _____	x 12 =	\$ _____
4.	Criminal Justice Building (Downtown) 200 W. Belknap Street Fort Worth, Texas 76102	\$ _____	x 12 =	\$ _____

SQUARE FOOTAGE ESTIMATES TO BE CONFIRMED BY BIDDERS.

BIDDERS MUST BID ON ALL ITEMS.

ALL DELIVERY/FREIGHT/TRAVEL/FUEL COSTS TO BE INCLUDED IN UNIT PRICING.

ANNUAL CONTRACT FOR LAWN MAINTENANCE

PRICE FORM

ITEM NO.	DESCRIPTION	COST PER BUILDING PER MONTH		EXT. PRICE
5.	Medical Examiner's Facility 200 Feliks Gwozdz Place Fort Worth, Texas 76104	\$ _____	x 12 =	\$ _____
6.	Mansfield Subcourthouse 1100 E. Broad Street Mansfield, Texas 76063	\$ _____	x 12 =	\$ _____
7.	Northeast Subcourthouse 645 Grapevine Highway Hurst, Texas 76054	\$ _____	x 12 =	\$ _____
8.	Northwest Subcourthouse 6713 Telephone Road Fort Worth, Texas 76135	\$ _____	x 12 =	\$ _____

SQUARE FOOTAGE ESTIMATES TO BE CONFIRMED BY BIDDERS.

BIDDERS MUST BID ON ALL ITEMS.

ALL DELIVERY/FREIGHT/TRAVEL/FUEL COSTS TO BE INCLUDED IN UNIT PRICING.

ANNUAL CONTRACT FOR LAWN MAINTENANCE

PRICE FORM

ITEM NO.	DESCRIPTION	COST PER BUILDING PER MONTH		EXT. PRICE
9.	Northwest Annex 3800 Adam Grubb Drive Fort Worth, Texas 76135	\$ _____	x 12 =	\$ _____
10.	North Patrol 6651 Lake Worth Boulevard Fort Worth, Texas 76135	\$ _____	x 12 =	\$ _____
11.	Subcourthouse in Arlington 700 E. Abram Street Arlington, Texas 76010	\$ _____	x 12 =	\$ _____
12.	Taylor Parking Garage (Downtown) 300 W. Belknap Street Fort Worth, Texas 76102	\$ _____	x 12 =	\$ _____

SQUARE FOOTAGE ESTIMATES TO BE CONFIRMED BY BIDDERS.

BIDDERS MUST BID ON ALL ITEMS.

ALL DELIVERY/FREIGHT/TRAVEL/FUEL COSTS TO BE INCLUDED IN UNIT PRICING.

ANNUAL CONTRACT FOR LAWN MAINTENANCE

PRICE FORM

ITEM NO.	DESCRIPTION	COST PER BUILDING PER MONTH		EXT. PRICE
13.	Vacant Lot #1 6620 Charbonneau Road Lake Worth, Texas 76135	\$ _____	x 12 =	\$ _____
14.	Vacant Lot #2 6620 Charbonneau Road Lake Worth, Texas 76135	\$ _____	x 12 =	\$ _____
15.	Vacant Lot #3 6638 Charbonneau Road Lake Worth, Texas 76135	\$ _____	x 12 =	\$ _____
Total Bid Price:				\$ _____
Indicate how many years your firm has been in the lawn maintenance industry: _____				
SQUARE FOOTAGE ESTIMATES TO BE CONFIRMED BY BIDDERS.				
BIDDERS MUST BID ON ALL ITEMS.				
ALL DELIVERY/FREIGHT/TRAVEL/FUEL COSTS TO BE INCLUDED IN UNIT PRICING.				