



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. 2010-074

**ANNUAL CONTRACT
FOR
RENTAL OF TABLES AND CHAIRS**

**BIDS DUE JULY 9, 2010
2:00 P.M.**

BID NO. 2010-074

TABLE OF CONTENTS

SPECIFICATIONS	1 – 14
OPENING DATE, TIME, PROCEDURES, CONTACTS	1
GENERAL CONDITIONS	1 – 3
DELIVERY REQUIREMENTS	4
SPECIAL TERMS AND CONDITIONS	5 – 13
EVALUATION CRITERIA	14
TECHNICAL SPECIFICATIONS.....	15
TARRANT COUNTY HUB POLICY	16 – 19
FORM FOR DISADVANTAGED BUSINESS ENTERPRISES	20
VENDOR REFERENCES	21
PROPOSAL FORMS	22 – 25
BID SIGNATURE FORM	22
CERTIFICATION OF ELIGIBILITY	23
BID FORMS/DOCUMENTS CHECKLIST	24
BID PROPOSAL	25 – 26

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.

ANNUAL CONTRACT FOR RENTAL OF TABLES AND CHAIRS

Tarrant County is requesting bids for the **ANNUAL CONTRACT FOR RENTAL OF TABLES AND CHAIRS** for **ELECTIONS DEPARTMENT**. All bids must be submitted on the attached Bid Proposal Form. Vendors may bid on any or all items. Tarrant County will not enter into any contract where the cost is provisional upon such clauses as "escalator" or "cost-plus" clauses.

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 JULY 9, 2010 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/proposals 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 recommendations 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 in regard to 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:

REBECCA CARNEY., SENIOR BUYER
FAX: (817) 884-2629

ANNUAL CONTRACT FOR RENTAL OF TABLES AND CHAIRS

All documents associated with this bid including but not limited to, the bid document, questions and their responses, addenda and special notices will be posted under the Bid number on the Tarrant County web site and available for download by bidders and other interested parties. No documents will be faxed or e-mailed after the initial Notice of Intent to Bid and prior to bid award. It is the bidders'/respondents' sole responsibility to review this site and retrieve all related documents prior to the Bid due date.

The deadline for receipt of all questions is 12:00 (Noon), Fort Worth time, Friday, July 2, 2010.

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.

ANNUAL CONTRACT FOR RENTAL OF TABLES AND CHAIRS

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. The Bidder being interested in any litigation against the County.
4. The Bidder being in arrears on any existing contract or having defaulted on a previous contract
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work, which in the judgement 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.

Failure to provide signatures, where required and/or submission of required forms, including but not limited to the Bid Proposal Signature Form, Reference Page, Bid Forms/Documents Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire 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 proposer. 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 proposer to determine the full extent of the exposures.

The successful bidder 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.

ANNUAL CONTRACT FOR RENTAL OF TABLES AND CHAIRS

Prices shall include all charges for freight, inside delivered and installation. All deliveries will be coordinated with the Elections Administration personnel.

Successful bidder will receive a list of precinct delivery locations, (approximately 33 for primary elections, approximately 50 for general elections and 26 for early voting), with a Purchase Order at least five (5) days before an election.

All deliveries shall be completed at least forty-eight (48) hours before an election.

Successful bidder will be required to pick up furniture up to (2) days after an election.

It is anticipated that tables and chairs will be rented for approximately ten (10) days for the general and primary elections and approximately thirty (30) days for early voting. If other County elections are held, vendor shall provide same for approximately same number of days.

Hours of operation shall be between 8:00 a.m. and 4:00 p.m., Monday through Friday.

Delivery date is important to the County and may be required to be a part 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 the County at the specified delivery location. The delivery date indicates a guaranteed delivery to Tarrant County, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future County orders.

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

A **packing list** shall accompany each shipment and shall show:

Tarrant County Purchase Order Number

Name and address of Vendor

Name and address of receiving department

Description of material shipped, including item numbers, quantity, etc.

ANNUAL CONTRACT FOR RENTAL OF TABLES AND CHAIRS

SPECIAL TERMS AND CONDITIONS

Contract Terms:

Successful vendor(s) will be awarded a twelve (12) 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 the vendor, the contract may be renewed for two (2) additional one (1) year periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**

Renewal Options:

Tarrant County reserves the right to exercise an option to renew the contract of the vendor for two (2) additional one (1) year 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 Bidder 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 Bidder in complete form within the time specified, the County will rescind its option and seek a new bid solicitation.

ANNUAL CONTRACT FOR RENTAL OF TABLES AND CHAIRS

SPECIAL TERMS AND CONDITIONS

Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among the governmental entities that are listed on the next page; therefore it would be in the vendor's best interest to help Tarrant County facilitate this cooperative effort. **A "NO" answer could result in complete rejection of bid.**

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

If you, the Bidder, checked yes, the following will apply:

Governmental Entities utilizing Inter-Governmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this 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.

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 successful bidder and each governmental entity.

Vendor(s) awarded contract(s) resulting from Request for Bid (RFB) 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 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.

SECONDARY/ALTERNATE AWARD:

Secondary or alternate vendors serve in a back up 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.

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 the vendor from the contract.

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 Bidder, be willing to accept a secondary/alternate award based on the above?

Yes No

ANNUAL CONTRACT FOR RENTAL OF TABLES AND CHAIRS

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

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

ANNUAL CONTRACT FOR RENTAL OF TABLES AND CHAIRS

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

145.	City of Pottsboro	191.	Coryell County	225.	Harris County
146.	City of Port Isabel	192.	Cottondale Volunteer		Emergency Services
147.	City of Princeton		Fire Department		District
148.	City of Ralls	193.	Crowley ISD	226.	Harrison County
149.	City of Red Oak	194.	Dallas County	227.	Hays County
150.	City of Richardson	195.	Dallas/Fort Worth	228.	Heart of Texas Region
151.	City of Richland Hills		International Airport		MHMR Center
152.	City of River Oaks		Board	229.	Henderson County
153.	City of Roanoke	196.	Decatur ISD	230.	Hood County
154.	City of Rockwall	197.	Denton County	231.	Hopkins County
155.	City of Round Rock	198.	Denton County Fresh	232.	Hunt County
156.	City of Rowlett		Water Supply Dist	233.	Hurst Euless Bedford
157.	City of Royse City		No. 1-A		ISD
158.	City of Runaway Bay	199.	Denton ISD	234.	Hutchinson County
159.	City of Sachse	200.	DeSoto ISD	235.	Idea Public Schools
160.	City of Saginaw	201.	Duncanville ISD	236.	Jasper County
161.	City of San Angelo	202.	Duval County	237.	Jefferson County
162.	City of San Marcos	203.	Eagle Mountain-	238.	Jim Wells County
163.	City of Sansom Park		Saginaw ISD	239.	Johnson County
164.	City of Sherman	204.	Ector County	240.	Johnson County Special
165.	City of Sour Lake	205.	Education Service		Utility District
166.	City of Southlake		Center Region XI	241.	Karnes County
167.	City of Southmayd	206.	El Paso County	242.	Kaufman County
168.	City of Springtown	207.	El Paso County Hospital	243.	Kaufman ISD
169.	City of Taft		District dba	244.	Kennedale ISD
170.	City of Temple		R.E. Thomason General	245.	Kinney County
171.	City of Terrell		Hospital	246.	Krum ISD
172.	City of Texarkana	208.	Electra ISD	247.	Lake Dallas ISD
173.	City of The Colony	209.	Ellis County	248.	Lake Worth ISD
174.	City of University Park	210.	Erath County	249.	Lamb County
175.	City of Van Alstyne	211.	Everman ISD	250.	Lampasas County
176.	City of Venus	212.	Fannin County	251.	Lavon Police
177.	City of Waco	213.	Fort Bend County		Department
178.	City of Watauga	214.	Fort Worth Housing	252.	Leon County
179.	City of Waxahachie		Authority	253.	Lewisville ISD
180.	City of Weatherford	215.	Fort Worth ISD	254.	Little Elm ISD
181.	City of Westworth	216.	Fort Worth	255.	Lowry Crossing
	Village		Transportation Authority		Volunteer Fire Dept.
182.	City of White Settlement	217.	Freestone County	256.	Mansfield ISD
183.	City of Whitewright	218.	Frisco ISD	257.	McKinney ISD
184.	City of Wylie	219.	Grandview Police	258.	McLennan County
185.	Clay County		Department	259.	McLennan Community
186.	Clear Creek ISD	220.	Grapevine\Colleyville		College
187.	Collin County		ISD	260.	MHMR of Tarrant
188.	Collin County	221.	Grayson County		County
	Community College	222.	Gregg County	261.	Midway ISD
189.	Comal County	223.	Gunter Special Utility	262.	Mills County
190.	Cooke County		District		
		224.	Hardin County		

ANNUAL CONTRACT FOR RENTAL OF TABLES AND CHAIRS

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

263. Montgomery County	294. Tarrant County College District	325. Upper Trinity Regional Water District
264. Nacogdoches County	295. Tarrant County Emergency Services District 1	326. Van Zandt County
265. Nevada Volunteer Fire Department	296. Tarrant County Hospital District	327. Victoria County
266. North Central Texas Council of Governments	297. Tarrant County Workforce Development Board	328. Waco ISD
267. North Texas Municipal Water District	298. Tarrant Regional Water District	329. Walker County
268. Northwest ISD	299. Taylor County	330. Ward County
269. Nueces County	300. Texas A&M University at Commerce	331. Weatherford College
270. Olton Police Department	301. Texas Dept. of Parks & Wildlife	332. Westminster Fire Dept.
271. Orange County	302. Texas Dept. of Public Safety	333. Weston Volunteer Fire Department
272. Palo Pinto County	303. Titus County	334. White Settlement ISD
273. Paradise ISD	304. Town of Addison	335. Williamson County
274. Parker County	305. Town of Argyle	336. Wilson County
275. Parker County Emergency Services District 1	306. Town of Edgecliff Village	337. Wise County
276. Potter County	307. Town of Fairview	338. Wood County
277. Public Transit Service of Mineral Wells	308. Town of Flower Mound	339. Zapata County
278. Red River County	309. Town of Hickory Creek	
279. Region VIII Education Service Center	310. Town of Highland Park	
280. Region 9 Education Service Center Wichita	311. Town of Lakeside	
281. Rockwall County	312. Town of Pantego	
282. San Jacinto Community College	313. Town of Ponder	
283. San Patricio County	314. Town of Prosper	
284. Schleicher County	315. Town of Sunnyvale	
285. Senior Center Resource and Public Transit, Inc. of Hunt County	316. Town of Westlake	
286. Sherman ISD	317. Town of Westover Hills	
287. Smith County	318. Travis County	
288. South Montgomery Fire Department	319. Travis County Healthcare District	
289. South Texas College	320. Trinity River Authority	
290. Springtown ISD	321. United States Marshals Service	
291. St. John Westside Volunteer Fire Dept. of Edgard, LA	322. University of Texas at Arlington	
292. Tarrant Appraisal District	323. University of Texas at Dallas	
293. Tarrant County 9-1-1 Emergency Assistance District	324. University of Texas MD Anderson Cancer Center	

ANNUAL CONTRACT FOR RENTAL OF TABLES AND CHAIRS

SPECIAL CONDITIONS

INSURANCE REQUIREMENTS

- A. The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.
1. Workers' Compensation/Employer's Liability
 - a. Workers' Compensation — statutory
 - b. Employer's liability — \$500,000
 2. Comprehensive Commercial General Liability:
 - a. Bodily Injury/Personal Injury — \$1,000,000 per occurrence
\$2,000,000 aggregate
 - b. Property Damage — \$1,000,000 aggregate
 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 Contractor.
- 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 Contractor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, may be covered by the proceeds of insurance.
 6. The Contractor/Vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

ANNUAL CONTRACT FOR RENTAL OF TABLES AND CHAIRS

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 RENTAL OF TABLES AND CHAIRS

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 RENTAL OF TABLES AND CHAIRS

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 RENTAL OF TABLES AND CHAIRS

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

- a. Unit Price
- b. Delivery
- c. Vendor's past performance record with Tarrant County
- d. Tarrant County's evaluation of vendor's ability to perform
- e. Tarrant County's experience with products bid
- f. Special needs and requirements of Tarrant County
- g. Results of testing samples (if needed)

Quantities indicated on the Bid Proposal 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.

Any **catalog, brand name or manufacturer's reference** used is considered to be descriptive -- not restrictive -- and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will 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. Successful vendor will not be allowed to make unauthorized substitutions after award.

Samples for testing may be requested by Tarrant County for evaluation. Samples will be free to the County. Failure to provide samples within five (5) working days will be justification for bid rejection. Tarrant County reserves the right to determine equals. **SAMPLES MAY BE PICKED UP BY VENDOR AFTER BID EVALUATION.**

ANNUAL CONTRACT FOR RENTAL OF TABLES AND CHAIRS
--

SPECIFICATIONS

The following are estimates of the number and type of elections anticipated to occur during the next one (1) year. The number variables per election depends on the type of election and cannot be determined this far in advance.

	TYPE OF ELECTION	DATE
1.	General Election	November, 2010
2.	General Election	May, 2011

**APPROXIMATELY THREE (3) ADDITIONAL UNEXPECTED ELECTIONS
WITH UNDETERMINED DATES MAY ALSO BE INCLUDED**

Folding tables (6 ft.), shall be either wood or have laminate plastic tops. Chairs for early voting only shall be padded steno chairs; all other elections shall have padded folding chairs. **FURNITURE MUST BE OF AN ACCEPTABLE QUALITY TO TARRANT COUNTY. TARRANT COUNTY WILL DETERMINE EQUALS.**



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

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

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods 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 \$25,000.

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 RENTAL OF TABLES AND CHAIRS

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 Bid Proposal 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 your 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

ANNUAL CONTRACT FOR RENTAL OF TABLES AND CHAIRS

VENDOR 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 your firm's ability to provide the intended goods or service of this bid. The County prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this bid. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your 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: _____

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!

ANNUAL CONTRACT FOR RENTAL OF TABLES AND CHAIRS

BID PROPOSAL SIGNATURE FORM

The undersigned agrees this bid becomes the property of Tarrant County after the official opening.

The undersigned affirms he 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 which may be incidental to the work, before submitting a bid.

The undersigned agrees, if this bid is accepted, to furnish any and 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 this Bid Proposal will be ninety (90) calendar days unless a different period is noted by the bidder.

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 purchaser any and 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 bid package. **Failure to sign and return this form will result in the rejection of the entire bid.**

NAME AND ADDRESS OF COMPANY:

Tel. No. _____

E-Mail Address: _____

AUTHORIZED REPRESENTATIVE:

Signature _____

Date _____

Name _____

Title _____

FAX No. _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____ Tel. No. _____

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 _____

THIS FORM MUST BE SIGNED AND THE ORIGINAL AND ONE (1) COPY RETURNED WITH BID.

ANNUAL CONTRACT FOR RENTAL OF TABLES AND CHAIRS

CERTIFICATION OF ELIGIBILITY

(This provision applies if the anticipated contract exceeds \$25,000)

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

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

Authorized Signature

THIS FORM MUST BE SIGNED AND THE ORIGINAL AND ONE (1) COPY RETURNED WITH BID.

ANNUAL CONTRACT FOR RENTAL OF TABLES AND CHAIRS

BID FORMS/DOCUMENTS CHECKLIST

<p>✓Indicates Compliance</p>	<p>A check mark (✓) in the space provided indicates these forms/documents have been completed and are included in your bid package. The original and one (1) copy of all forms/documents should be submitted. Failure to check all items could result in rejection of the entire bid. All deviations from specifications must be documented separately and included with bid package.</p>
	<p>1. <u>Vendor References.</u> Bidder has provided three (3) references, other than Tarrant County. References must be able to verify the quality of service your company provides and that your company has completed a project of similar size and scope of work to this bid.</p>
	<p>2. <u>Signatures.</u> All forms requiring a signature must be signed. Bids not signed will not be considered for award.</p>
	<p>3. <u>Bid Proposal Forms.</u> All sections of Bid Proposal Forms have been completed.</p>
	<p>4. <u>Insurance Certificates (If required).</u> Bidders must submit all Insurance Certificates with bid. If no insurance requirements specified, mark N/A.</p>
	<p>5. <u>Addenda.</u> When applicable, Bidder acknowledges receipt of all addenda and has included the signed Addenda cover pages and any revised Bid Forms in their bid package.</p>
	<p>6. Failure to provide signatures, where required and/or submission of required forms, including but not limited to the Bid Proposal Signature Form, References, Bid Forms/Documents Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.</p>
	<p>7. 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.</p>
	<p>8. Bidder's company is registered on TVORS (Tarrant On-Line Vendor Registration System)</p>
	<p>9. Failure to comply with the requirements set forth in this Request for Bid may result in rejection of bid and/or cancellation of contract after award.</p>

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

ANNUAL CONTRACT FOR RENTAL OF TABLES AND CHAIRS

BID PROPOSALS

Description	Est. Qty. Per Delivery	Unit Price	Extension
<u>FOR GENERAL ELECTION</u>			
(Rental for approximately 10 days)			
Folding Tables, 6 Ft. (1-3 per location)	90	\$ _____	\$ _____
Folding Chairs, Padded (4-6 per location)	200	\$ _____	\$ _____
Approximate Number of Delivery and Pick-Up Locations	50	\$ _____	\$ _____
Cost for each additional Delivery/Pickup after the original trip		\$ _____	
<u>FOR EARLY VOTING</u>			
(Rental for approximately 25 - 30 days)			
Folding Tables, 6 Ft. (1-3 per location)	156	\$ _____	\$ _____
Chairs, Padded, Steno (4-10 per location)	104	\$ _____	\$ _____
Approximate Number of Delivery and Pick-Up @ Early Voting Sites	42	\$ _____	\$ _____
Cost for each additional Delivery/Pickup after the original trip		\$ _____	
<u>FOR OTHER ELECTIONS</u>			
(Rental for approximately 10 days)			
Folding Tables, 6 Ft. (2 per location)	40	\$ _____	\$ _____
Folding Chairs, Padded (2 per location)	20	\$ _____	\$ _____
Approximately Number of Delivery and Pick-Up Locations	40	\$ _____	\$ _____
Cost for each additional Delivery/Pickup after the original trip		\$ _____	

ANNUAL CONTRACT FOR RENTAL OF TABLES AND CHAIRS

BID PROPOSALS

Description	Est. Qty. Per Delivery	Unit Price	Extension
<u>FOR ELECTION OFFICIAL TRAINING</u>			
(Rental for approximately 5 days)			
Folding Chairs, Non-Padded	100	\$ _____	\$ _____
	200	\$ _____	\$ _____
	300	\$ _____	\$ _____
	400	\$ _____	\$ _____
	500	\$ _____	\$ _____
Approximately Number of Delivery and Pick-Up Locations	1	\$ _____	\$ _____
Cost for each additional Delivery/Pickup after the original trip		\$ _____	
 Cost for optional request route for any of the aboved Elections			\$ _____
<p>INCLUDE ALL DELIVERY AND PICK-UP CHARGES IN PRICING ALL DELIVERIES MUST BE COMPLETED 48 HOURS BEFORE AN ELECTION</p>			