

Solicitation 2013-150

Fencing: Labor and Materials All Inclusive

Bid designation: Public



Collin County

Bid 2013-150

Fencing: Labor and Materials All Inclusive

Bid Number	2013-150
Bid Title	Fencing: Labor and Materials All Inclusive
Bid Start Date	In Held
Bid End Date	May 23, 2013 2:00:00 PM CDT
Question & Answer End Date	May 17, 2013 5:00:00 PM CDT
Bid Contact	Judy Davis Contract Administrator Purchasing 972-548-4122 judydavis@co.collin.tx.us
Contract Duration	1 year
Contract Renewal	2 annual renewals
Prices Good for	90 days
Pre-Bid Conference	May 14, 2013 10:00:00 AM CDT Attendance is optional Location: A pre-bid conference will be held May 14, 2013 at 10:00 a.m. at the Collin County Service Center, Conference Room located at 700 A. West Wilmeth Road, McKinney, TX, 75069.
Standard Disclaimer	<p>***Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).***</p> <p>Mailing Address: Collin County Purchasing 2300 Bloomdale Rd., Ste 3160 McKinney, TX 75071</p> <p>Prices bid/proposed shall only be considered if they are provided in the appropriate space (s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.</p> <p>All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.</p>
Bid Comments	Collin County is seeking bids to provide various fencing on an as needed basis throughout Collin County to include all labor and associated materials as specified.

Item Response Form

Item	2013-150--01-01 - Typical five (5) wire fence per Exhibits A & C
Quantity	1 linear foot
Unit Price	<input style="width: 150px; height: 20px;" type="text"/>
Delivery Location	Collin County

No Location Specified

Qty 1

Description

Price per linear foot for typical five (5) wire fence per Exhibits A & C using mixture of both metal and wood posts. LABOR & MATERIALS

Item 2013-150--01-02 - Typical 47" cattle wire fence 8' (See Description)

Quantity 1 linear foot

Unit Price Delivery Location Collin County
No Location Specified

Qty 1

Description

Price per linear foot for a typical 47" cattle wire fence with one (1) strand barbless horsewire or barbwire (which ever is requested at time of order) using the same bracing and post spacing as in Exhibit I but substituting 47" cattle wire for the bottom four (4) strands of barbwire and fence stays using mixture of both metal and wood posts. LABOR & MATERIALS

Item 2013-150--01-03 - Typical 47" cattle wire fence 10' (See Description)

Quantity 1 linear foot

Unit Price Delivery Location Collin County
No Location Specified

Qty 1

Description

Price per linear foot for a typical 47" cattle wire fence with one (1) strand barbless horsewire or barbwire (which ever is requested at time of order) using the same bracing and post spacing as in Exhibit "A-1" minus the twisted metal stay, but substituting 47" cattle wire for the bottom four (4) strands of barbwire and fence stays using mixture of both metal and wood posts. LABOR & MATERIALS

Item 2013-150--01-04 - Typical 47" cattle wire fence 12' (See Description)

Quantity 1 linear foot

Unit Price Delivery Location Collin County
No Location Specified

Qty 1

Description

Price per linear foot for a typical 47" cattle wire fence with one (1) strand barbless horsewire or barbwire (which ever is requested at time of order) using the same bracing and post spacing as in Exhibit "A-2" minus the twisted metal stay, but substituting 47" cattle wire for the bottom four (4) strands of barbwire and fence stays using mixture of both metal and wood posts. LABOR & MATERIALS

Item 2013-150--01-05 - Typical 47" cattle wire fence 20' (See Description)

Quantity 1 linear foot

Unit Price Delivery Location Collin County
No Location Specified

Qty 1

Description

Price per linear foot for a typical 47" cattle wire fence with one (1) strand barbless horsewire or barbwire (which ever is requested at time of order) using the same bracing and post spacing as in Exhibit "A-3" minus the twisted metal stay, but substituting 47" cattle wire for the bottom four (4) strands of barbwire and fence stays using mixture of both metal and wood posts. LABOR & MATERIALS

Item	2013-150--01-06 - Typical five (5) strand barbwire fence per Exhibits C & C3-20' centers
Quantity	1 linear foot
Unit Price	<input type="text"/>
Delivery Location	Collin County <u>No Location Specified</u>
	Qty 1

Description

Price per linear foot for typical five (5) strand barbwire fence per Exhibits C & C3-20' centers using only wood posts. LABOR & MATERIALS

Item	2013-150--01-07 - Typical five (5) strand barbwire fence per Exhibits B-1
Quantity	1 linear foot
Unit Price	<input type="text"/>
Delivery Location	Collin County <u>No Location Specified</u>
	Qty 1

Description

Price per linear foot for typical five (5) strand barbwire fence per Exhibits B-1, using Exhibit G as corners, 10' on center, using only metal T posts. LABOR & MATERIALS

Item	2013-150--01-08 - Typical five (5) strand barbwire fence per Exhibits B-2
Quantity	1 linear foot
Unit Price	<input type="text"/>
Delivery Location	Collin County <u>No Location Specified</u>
	Qty 1

Description

Price per linear foot for typical five (5) strand barbwire fence per Exhibit B-2, using Exhibit G as corners, 12' on center, using only metal posts. LABOR & MATERIALS

Item	2013-150--01-09 - Typical five (5) strand barbwire fence per Exhibits B-3
Quantity	1 linear foot
Unit Price	<input type="text"/>
Delivery Location	Collin County <u>No Location Specified</u>
	Qty 1

Description

Price per linear foot for typical five (5) strand barbwire fence per Exhibit B-3, using Exhibit G as corners, 20' on center (Standard Fence) using only metal T posts. LABOR & MATERIALS

Item 2013-150--01-10 - Typical cross fence pull braces using 2 7/8" OD metal pipe (Exhibit G)
 Quantity 1 each
 Unit Price
 Delivery Location Collin County
No Location Specified
 Qty 1

Description

Price per each for typical cross fence pull braces using 2 7/8" OD metal pipe per Exhibit G under 750'. LABOR & MATERIALS

Item 2013-150--01-11 - Typical cross fence pull braces using 2 7/8" OD metal pipe (Exhibit H)
 Quantity 1 each
 Unit Price
 Delivery Location Collin County
No Location Specified
 Qty 1

Description

Price per each for typical cross fence pull braces using 2 7/8" OD metal pipe per Exhibit H, over 750'. LABOR & MATERIALS

Item 2013-150--01-12 - Typical cross fence pull braces using 2 7/8" OD metal pipe (Exhibit I)
 Quantity 1 each
 Unit Price
 Delivery Location Collin County
No Location Specified
 Qty 1

Description

Price per each for typical cross fence pull braces using 2 7/8" OD metal pipe per Exhibit I, Pull Brace. LABOR & MATERIALS

Item 2013-150--01-13 - Typical cross fence pull braces using 2 7/8" OD metal pipe (Exhibit K)
 Quantity 1 each
 Unit Price
 Delivery Location Collin County
No Location Specified
 Qty 1

Description

Price per each for typical cross fence pull braces using 2 7/8" OD metal pipe per Exhibit K, Line Post or Radius Post. LABOR AND MATERIALS

Item 2013-150--01-14 - Corner braces 90 degrees using 2 7/8" OD metal pipe (Exhibit J)
 Quantity 1 each
 Unit Price
 Delivery Location Collin County
No Location Specified
 Qty 1

Description

Price per each for 90 degrees corner braces using 2 7/8" OD metal pipe per Exhibit J, under 750'. LABOR & MATERIALS

Item 2013-150--01-15 - Corner braces 90 degrees using 2 7/8" OD metal pipe (Exhibit L)
Quantity 1 each
Unit Price
Delivery Location Collin County
 No Location Specified
 Qty 1

Description

Price per each for 90 degrees corner braces using 2 7/8" OD metal pipe per Exhibit L, over 750'. LABOR & MATERIALS

Item 2013-150--01-16 - Welded Pipe Fence, Three (3) Cable Fence
Quantity 1 linear foot
Unit Price
Delivery Location Collin County
 No Location Specified
 Qty 1

Description

Price per linear foot for welded pipe fence including all labor and materials per Exhibits G, H, I, K. WELDED PIPE FENCE USING 2 7/8" OD PIPE. CONSTRUCTION FOR THREE (3) CABLE FENCE

Item 2013-150--01-17 - Welded Pipe Fence, Four (4) Cable Fence
Quantity 1 linear foot
Unit Price
Delivery Location Collin County
 No Location Specified
 Qty 1

Description

Price per linear foot for welded pipe fence including all labor and materials per Exhibits G, H, I, K. WELDED PIPE FENCE USING 2 7/8" OD PIPE. CONSTRUCTION FOR FOUR (4) CABLE FENCE

Item 2013-150--01-18 - Welded Pipe Fence, Two (2) Cable Fence
Quantity 1 linear foot
Unit Price
Delivery Location Collin County
 No Location Specified
 Qty 1

Description

Price per linear foot for welded pipe fence including all labor and materials per Exhibits G, H, I, K. WELDED PIPE FENCE USING 2 7/8" OD PIPE. CONSTRUCTION FOR TWO (2) RAIL FENCE

Item 2013-150--01-19 - Welded Pipe Fence, Two (2) Cable Fence Incl 5/8 Sucker Rods
Quantity 1 linear foot
Unit Price
Delivery Location Collin County
 No Location Specified

Qty 1

Description

Price per linear foot for welded pipe fence including all labor and materials per Exhibits G, H, I, K. WELDED PIPE FENCE USING 2 7/8" OD PIPE. CONSTRUCTION FOR TWO (2) RAIL FENCE INCLUDING 5/8" SUCKER RODS

Item 2013-150--01-20 - Welded Pipe Fence, Three (3) Rail Fence
 Quantity 1 linear foot
 Unit Price
 Delivery Location Collin County
No Location Specified
 Qty 1

Description

Price per linear foot for welded pipe fence including all labor and materials per Exhibits G, H, I, K. WELDED PIPE FENCE USING 2 7/8" OD PIPE. CONSTRUCTION FOR THREE (3) RAIL FENCE

Item 2013-150--01-21 - Installing, maintaining temporary electrical fence (Exhibit D)
 Quantity 1 linear foot
 Unit Price
 Delivery Location Collin County
No Location Specified
 Qty 1

Description

Price per linear foot for installing, maintaining temporary electrical fence as shown in Exhibit D. LABOR & MATERIALS

Item 2013-150--01-22 - Removing temporary electrical fence (Exhibit D)
 Quantity 1 linear foot
 Unit Price
 Delivery Location Collin County
No Location Specified
 Qty 1

Description

Price per linear foot for removing temporary electrical fence per Exhibit D. LABOR AND MATERIALS

Item 2013-150--01-23 - Price per square foot for typical steel pipe water gap (Exhibit E)
 Quantity 1 square foot
 Unit Price
 Delivery Location Collin County
No Location Specified
 Qty 1

Description

Price per square foot for typical steel pipe water gap as shown in Exhibit E. INSTALLATION, LABOR & MATERIALS

Item 2013-150--01-24 - Price per square foot for typical steel panel water gap (Exhibit F)
 Quantity 1 square foot

Unit Price Delivery Location **Collin County**
No Location Specified

Qty 1

Description

Price per square foot for typical steel panel water gap as shown in Exhibit F. INSTALLATION, LABOR & MATERIALS

Item 2013-150--01-25 - Additional charge, construction of the above fences in rocky conditions

Quantity 1 square foot

Unit Price Delivery Location **Collin County**
No Location Specified

Qty 1

Description

Additional charge, for construction of the above fences in rocky conditions as determined and verified by Collin County personnel

Item 2013-150--01-26 - Additional charge per line post for install of fencing in curved right-of-way

Quantity 1 linear foot

Unit Price Delivery Location **Collin County**
No Location Specified

Qty 1

Description

Additional charge, if any, per line post for installation of fencing in curved right-of-way lines

Item 2013-150--01-27 - Additional charge, for projects less than 300 lf of fence construction

Quantity 1 linear foot

Unit Price Delivery Location **Collin County**
No Location Specified

Qty 1

Description

Additional charge, if any, for projects requiring less than 300 linear ft. of fence construction

Item 2013-150--01-28 - Hourly rate for installation of various fencing not herein listed

Quantity 1 hour

Unit Price Delivery Location **Collin County**
No Location Specified

Qty 1

Description

Hourly rate for installation of various fencing not herein listed



COLLIN COUNTY, TEXAS TERMS AND CONDITIONS

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Quoter/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 CSP: refers to Competitive Sealed Proposal

1.0.1.9 Quotation: refers to Request for Quotation

1.1 If Bidder/Quoter/Offeror do not wish to submit an offer at this time, please submit a No Bid Form.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), Competitive Sealed Proposal (CSP), and Quotation, and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's, RFP's, CSP's, RFQ's, and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI/CSP/Quotation number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's, CSP's, and RFI's, may be submitted in electronic format via **BidSync**.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), and Request For Information (RFI), submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ, CSP, and/or RFI.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), Request For Information (RFI), submitted in hard copy paper form. IFB's, RFP's, RFQ's, CSP's, RFI's, received in County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB/RFQ/RFP/CSP/RFI/, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid/Request For Qualifications/Request For Proposal/Request for Information/Competitive Sealed Proposal, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via **BidSync**, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **BidSync** at www.bidsync.com, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County

Employees.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder/Quoter/Offeror shall state these exceptions in the section provided in the IFB/RFQ/RFP/CSP/Quotation or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:

- 1.19.1 have adequate financial resources, or the ability to obtain such resources as required;
- 1.19.2 be able to comply with the required or proposed delivery/completion schedule;
- 1.19.3 have a satisfactory record of performance;
- 1.19.4 have a satisfactory record of integrity and ethics;
- 1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's/Quoter's/Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with it's preparation of an RFI/IFB/RFQ/RFP/CSP/Quotation submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A bid/quote/proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment and/or a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, CSP, Quotation is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

- 2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.
- 2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.
- 2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
- 2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.
- 2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.
- 2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.
- 2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:
- 2.17.1 Collin County Purchase Order Number;
 - 2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;
 - 2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
- 2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.19 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror 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/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention

Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI/CSP/Quotation Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 Commercial General Liability insurance at minimum combined single limits of (\$1,000,000 per-occurrence and \$2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$2,000,000 per occurrence. Coverage must be written on an occurrence form.

3.1.2 Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the TWCC at (512)440-3789).

3.1.2.1 Definitions: Certificate of coverage ("certificate"); A copy of a certificate of authority of 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 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.

3.1.2.2 The contractor shall provide coverage, based on proper 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 employees of the contractor providing services on the project, for the duration of the project.

3.1.2.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

3.1.2.4 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.

3.1.2.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

3.1.2.5.1 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

3.1.2.5.2 no later than seven days after receipt by the contractor, 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.

3.1.2.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

3.1.2.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 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.

3.1.2.8 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.

3.1.2.9 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

3.1.2.9.1 provide coverage, based on proper 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;

3.1.2.9.2 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;

3.1.2.9.3 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;

3.1.2.9.4 obtain from each other person with whom it contracts, and provide to the contractor:

3.1.2.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and

3.1.2.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

3.1.2.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

3.1.2.9.6 notify the governmental entity in writing by certified mail or personal delivery, within 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

3.1.2.9.7 contractually require each person with whom it contracts, to perform as required by paragraphs 3.1.2.1 through 3.1.2.7, with the certificates of coverage to be provided to the person for whom they are providing services.

3.1.2.10 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.

3.1.2.11 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 days after receipt of notice of breach from the governmental entity.

3.1.3 Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

3.1.4 Professional Liability Insurance at minimum limits of \$5,000,000. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

3.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

3.3 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

3.3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.3.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.3.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.3.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.4 All insurance shall be purchased from an insurance company that meets the following requirements:

3.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

3.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.5.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for **Fencing: Labor & Materials, All Inclusive, IFB 2013-150.**

4.2 Purpose: Collin County is seeking bids for Fencing: Labor and Materials including but not limited to wire fence, electrical fence, steel pipe and steel panel water gaps, welded pipe fence and sign posts.

4.3 Pre-Bid Conference: A pre-bid conference will be held May 14, 2013 at 10:00 a.m. at the Collin County Service Center, Conference Room located at 700 A. West Wilmeth Road, McKinney, TX, 75069. All prospective bidders are requested to have a representative present. It is the bidder's responsibility to review the documents to gain a full understanding of the requirement of the bid.

4.4 Term: Provide for a term contract commencing on October 1, 2013, and continuing through and including September 30, 2014, with the option to exercise two additional one year terms.

4.5 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Collin County fiscal year shall be subject to budget approval.

4.6 Price Reduction: If during the life of the contract, the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

4.7 Price Redetermination: A price redetermination may be considered by Collin County only at the twelve (12) month, twenty-four (24) and thirty-six (36) month anniversary date of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc.. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

4.8 Approximate Usage: Average annual expenditure for material and labor is estimated at \$300,000.00. Approximate usage does not constitute an order, but only implies the probable quantity the County may use.

4.9 Fencing Construction Not Herein Listed: Should any unforeseen circumstances arise during the contract period, the County may require fencing construction not listed herein. Collin County will request pricing from vendor on a project by project basis should this occur.

4.10 Rocky Conditions is interpreted as pushing T-Posts to maximum depth and in the process encountering a solid rock base on a consistent basis throughout the project. Rocky conditions must be immediately identified by the Contractor and confirmed by Collin County personnel upon

discovery. In the event of inconsistent or extreme terrain conditions as determined by County personnel, guidance will be provided to the contractor.

4.11 THE SPECIFICATIONS listed below are minimum requirements for standard fencing material and are intended to govern, in general, the size and type of fencing material required for use on Collin County projects.

- 4.11.1 All wood posts shall be pressure treated, CCA, (wolmanized).
- 4.11.2 Metal T Posts (Green/Orange) shall be 6 ½' long at 1.33 lbs per foot.
- 4.11.3 Barbwire, Domestic 12 ½ gauge, double strand, minimum 2 barb, Diamond Head, Red Brand, Sheffield or equal.
- 4.11.4 Barbless horse wire, Domestic 12 ½ gauge, double strand, Diamond Head, Red Brand, Sheffield or equal.
- 4.11.5 Cattle Wire, Domestic 12 ½ gauge, 47" x 330' roll, 6" mesh, Diamond Head, Red Brand, Sheffield or equal.
- 4.11.6 Field Fence, Hog Wire, Domestic 12 ½ gauge with 11 gauge wire on top and bottom in heights of 35" or 47" inches and lengths of 20 rods or 323 feet, Red Brand, Sheffield or CF&I or equal.
- 4.11.7 Bull Wire, V mesh, 12 ½ gauge with 11 gauge wire on top and bottom in heights of 50" or 58" and lengths of 10 rods or 161 feet, Red Brand, Sheffield or CF&I or equal.
- 4.11.8 Wire Stays, 48", minimum 9 gauge twisted.
- 4.11.9 Staples, 9 gauge, 1", 1 1/4" and 1 1/2".
- 4.11.10 Gate, panel, 48" high, heavy duty, wire filled, minimum 12 gauge with latch and hinges. Lengths: 4', 6', 8', 10', 12', 14', and 16' (i.e. Priefert, Powder River, Farm Master or equal).
- 4.11.11 Gate, pipe 48" high, minimum 16 gauge construction, chain latch and adjustable hinges. Lengths: 4', 8', 10', 12', 14' and 16' (i.e. Priefert, Powder River, Farm Master or equal).
- 4.11.12 All pipe shall be Schedule 40, 2 7/8 OD Pipe.
- 4.11.13 Bidder shall install five (5) wire clips at each metal post and minimum of five (5) staples at each wood post.

4.12 All electrical hot wire fencing and materials shall be provided and maintained by the contractor. Maintenance shall consist of regular checking to ensure continuous operation. Contractor shall ensure all vegetation remains clear of wire fencing. Controls shall be applied to maintain vegetation growth to 12" from bottom wire and 12" on both sides of the fencing of the fencing area. Upon notification to the contractor of a non-operational fence the contractor shall respond to the site identified within 2 hours assess the situation and report immediately to the County personnel status and any corrective action taken to resolve the issue. Contractor shall be held liable for any damages or loss of property resulting from non operational equipment, improper installation or lack of maintenance of fencing.

4.13 Collin county personnel will provide drawings identifying the location of new fencing to be installed for each project at the issuance of a valid order. Contractor will be required to provide a detailed estimate of materials, labor and cost based on the agreed contract pricing. Contractor

will submit the estimate to the County for final approval prior to issuance or order. Any deviation from the agreed original estimate must be approved in writing by County personnel.

4.14 LABOR & MATERIALS

4.14.1 Labor & Materials to include but not limited to, construction of wire fence, electrical fence, steel panel and steel pipe water gaps, welded pipe fence, entrance treatment and fencing variation requirements.

4.14.1.1 Pricing shall be submitted by linear foot and shall include installation of gates, all materials and labor.

4.14.1.2 Bidder's price for welded pipe fence construction shall include all labor and materials.

4.14.2 Construction: Material specifications listed in Article 4.11 of this IFB construction shall be in accordance with exhibits below (See Attached).

4.14.2.1 - "A", Typical 5 Wire Fence.

4.14.2.2 - "A-1", 2-7/8 Inch Outside Diameter Pipe Fence Detail, 10' Span with One Stay.

4.14.2.3 - "A-2" - 2-2/7 Inch Outside Diameter Pipe Fence Detail, 12' Span with One Stay.

4.14.2.4 - "A-3" - 2-7/8 Inch Outside Diameter Pipe Fence Detail, 20' Span with Two Stays.

4.14.2.5 - "B-1" - 6' - 6" Steel "T" Post 1.33 Lb. per Ft. Orange/Green Fence Detail, 10' Span with One Stay.

4.14.2.6 - "B-2" - 6' - 6" Steel "T" Post 1.33 Lb. per Ft. Orange/Green Fence Detail, 12' Span with One Stay.

4.14.2.7 - "B-3" - 6' - 6" Steel "T" Post 1.33 Lb. per Ft. Orange/Green Fence Detail, 20' Span with Two Stays.

4.14.2.8 - "C" - Typical Wood Cross Fence Pull Braces.

4.14.2.9 - "C-1" - 4" Dia. Treated Wood "T" Post Fence Detail, 10' Span with One Stay.

4.14.2.10 - "C-2" - 4" Dia. Treated Wood "T" Post Fence Detail, 12' Span with One Stay.

4.14.2.11 - "C-3", 4" Dia. Treated Wood "T" Post Fence Detail, 20' Span with Two Stays.

4.14.2.12 - "D", Typical Temporary Electric Fence Detail.

4.14.2.13 - "E", Steel Pipe Water Gap.

4.14.2.14 - "F", Steel Panel Water Gap.

4.14.2.15 - "G", 2-7/8 Inch Outside Diameter Pipe Fence Detail.

4.14.2.16 - "H", 2-7/8 Inch Outside Diameter Pipe Fence Detail Over 750-Feet.

4.14.2.17 - "I", 2-7/8 Inch Outside Diameter Pipe Fence Detail.

4.14.2.18 - "J", 2-7/8 Inch Outside Diameter Pipe Fence Detail Under 750-Feet.

4.14.2.19 - "K", 2-7/8 Inch Outside Diameter Pipe Fence Detail.

4.14.2.20 - "L", 2-7/8 Inch Outside Diameter Pipe Fence Detail Over 750-Feet.

4.14.2.21 - "N", 2-7/8 Inch Outside Diameter Pipe Fence Detail Under 750-Feet.

4.14.2.22 - "P", 2-7/8 Inch Outside Diameter Pipe Fence Detail.

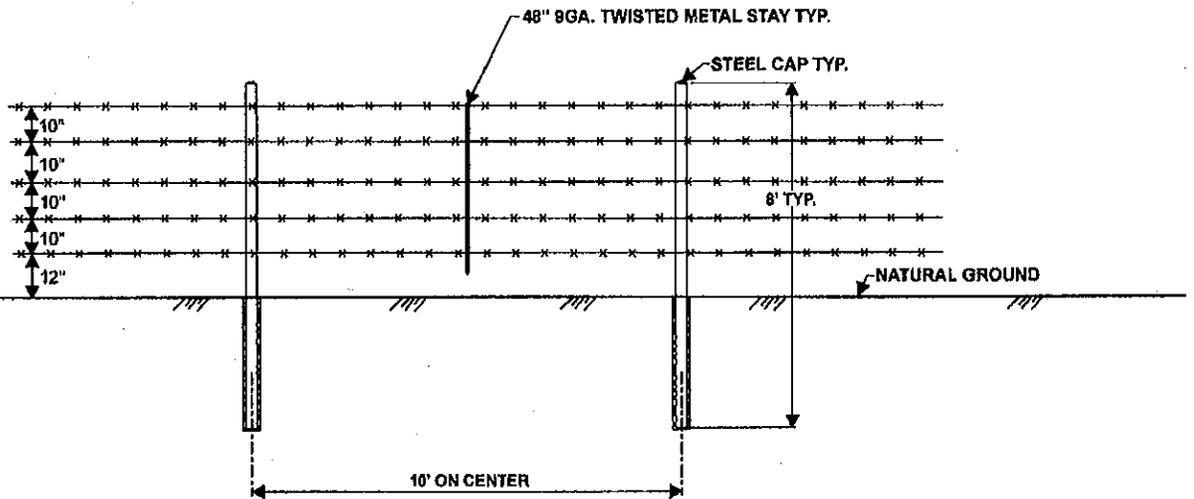
4.14.2.23 - "Q", 2-7/8 Inch Outside Diameter Pipe Fence Detail Under 750-Feet.

4.14.3 Warranty: The warranty period for the construction of the various fences shall be a minimum of one year.

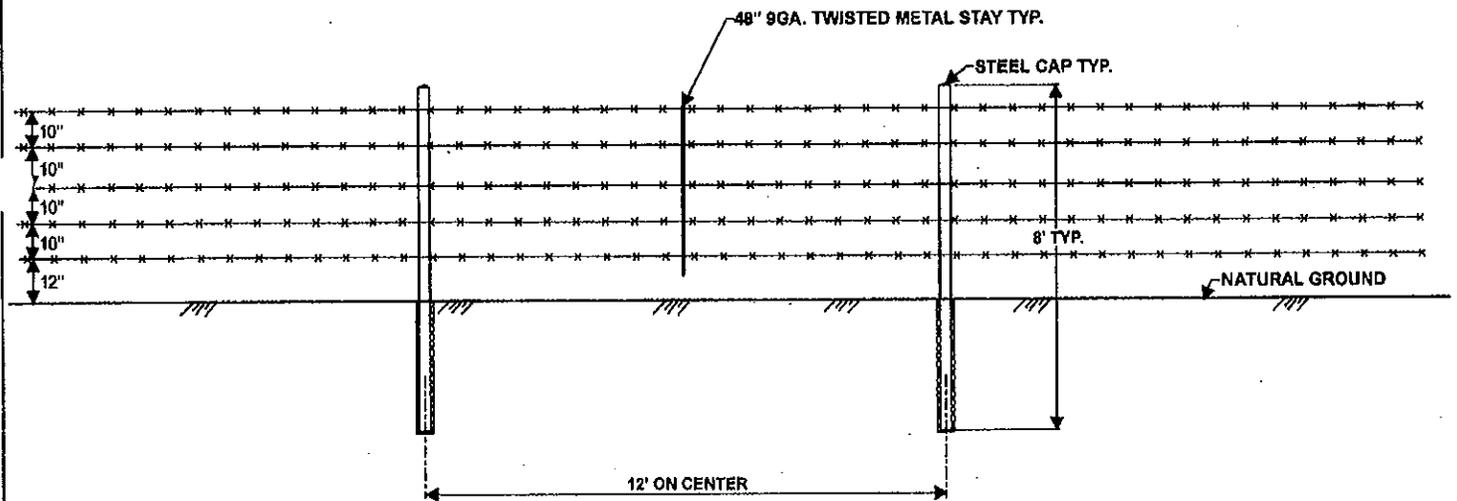
4.14.4 Commencement/Completion Time: Construction of fences shall begin within two weeks after receipt of order based on favorable weather conditions. Each individual job must be scheduled with the appropriate Collin County Road Maintenance Supervisor prior to beginning work on the project/purchase. Vendor shall be able to complete a mile of fence within ten (10) working days based on favorable weather conditions.

4.15 Bonds: In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00 and performance bond if the contract is in excess of \$100,000. Such bonds shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code). This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas and shall remain in full force and effect for the duration of the contract period. The Contractor shall notify its corporate surety of any contract changes.

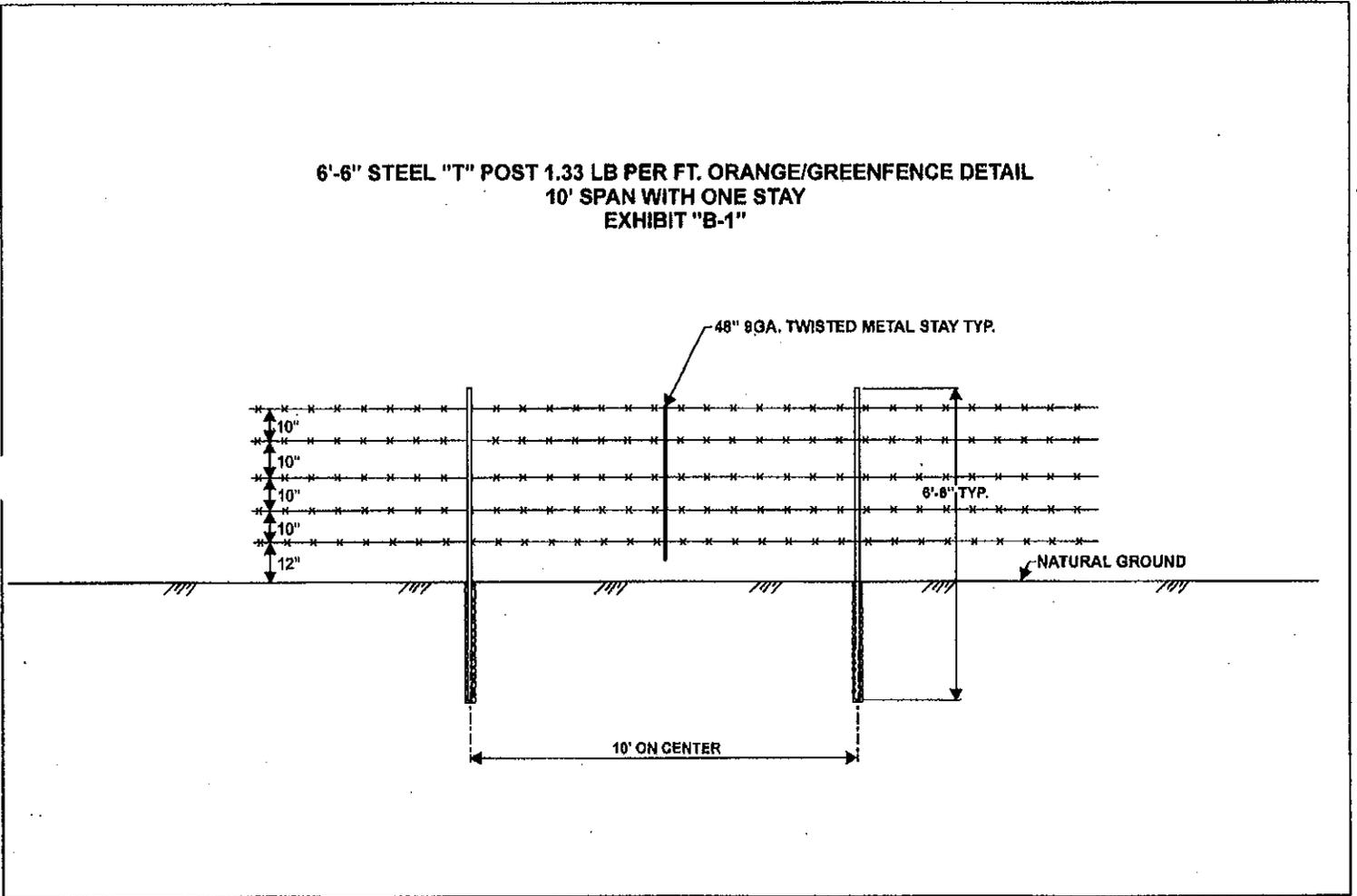
**2-7/8 INCH OUTSIDE DIAMETER PIPE FENCE DETAIL
10' SPAN WITH ONE STAY
EXHIBIT "A-1"**



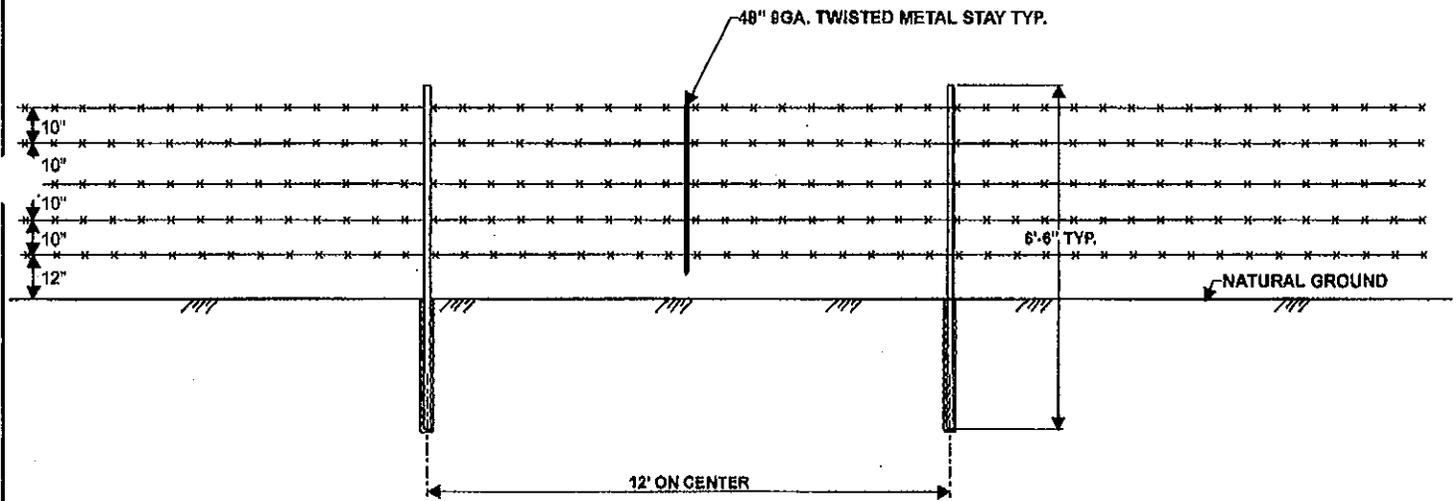
**2-7/8 INCH OUTSIDE DIAMETER PIPE FENCE DETAIL
12' SPAN WITH ONE STAY
EXHIBIT "A-2"**



**6'-6" STEEL "T" POST 1.33 LB PER FT. ORANGE/GREENFENCE DETAIL
10' SPAN WITH ONE STAY
EXHIBIT "B-1"**

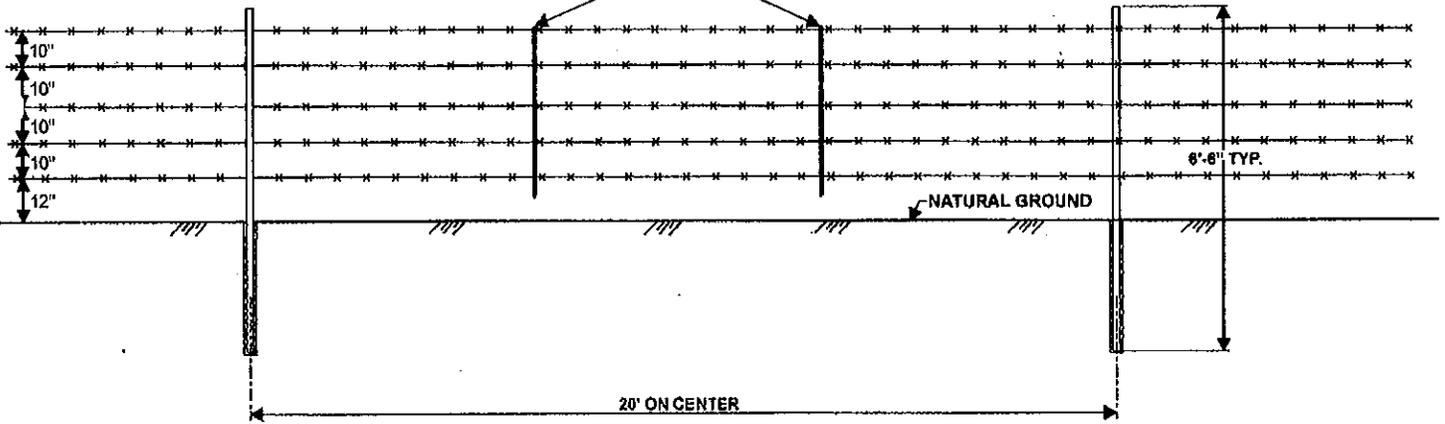


**6'-6" STEEL "T" POST 1.33 LB PER FT. ORANGE/GREEN FENCE DETAIL
12' SPAN WITH ONE STAY
EXHIBIT "B-2"**

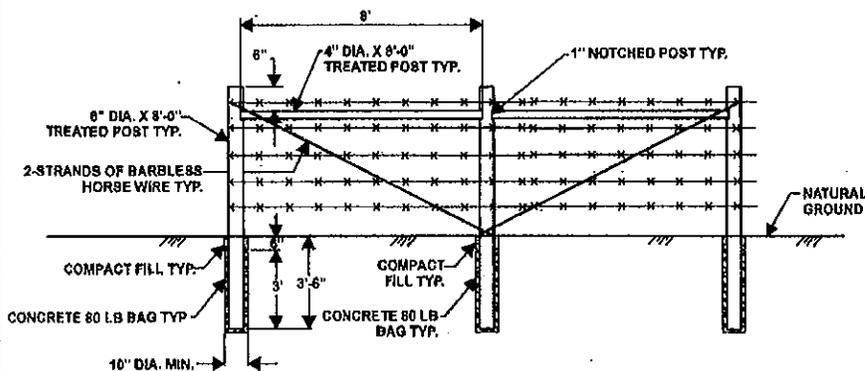


**6'-6" STEEL "T" POST 1.33 LB PER FT. ORANGE/GREEN FENCE DETAIL
20' SPAN WITH TWO STAYS
EXHIBIT "B-3"**

48" 8GA. TWISTED METAL STAYS TYP.



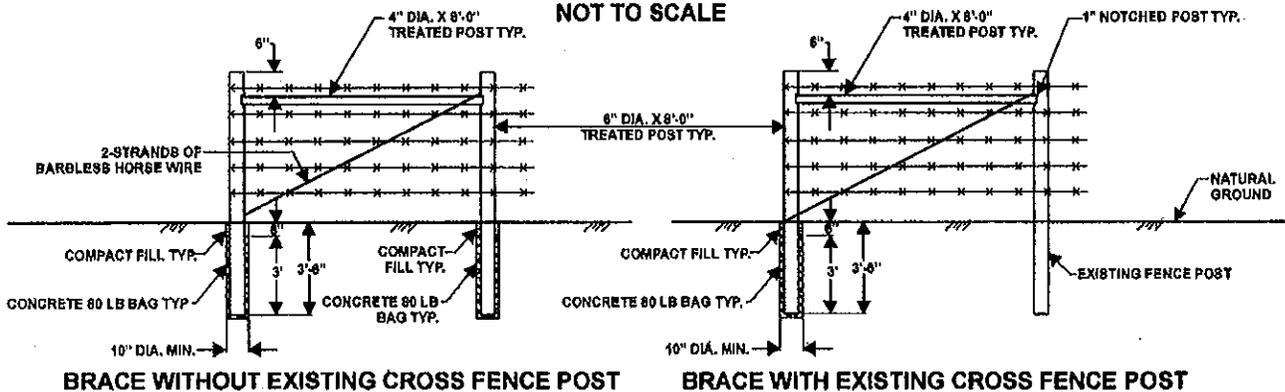
TYPICAL WOOD PULL BRACE NOT TO SCALE



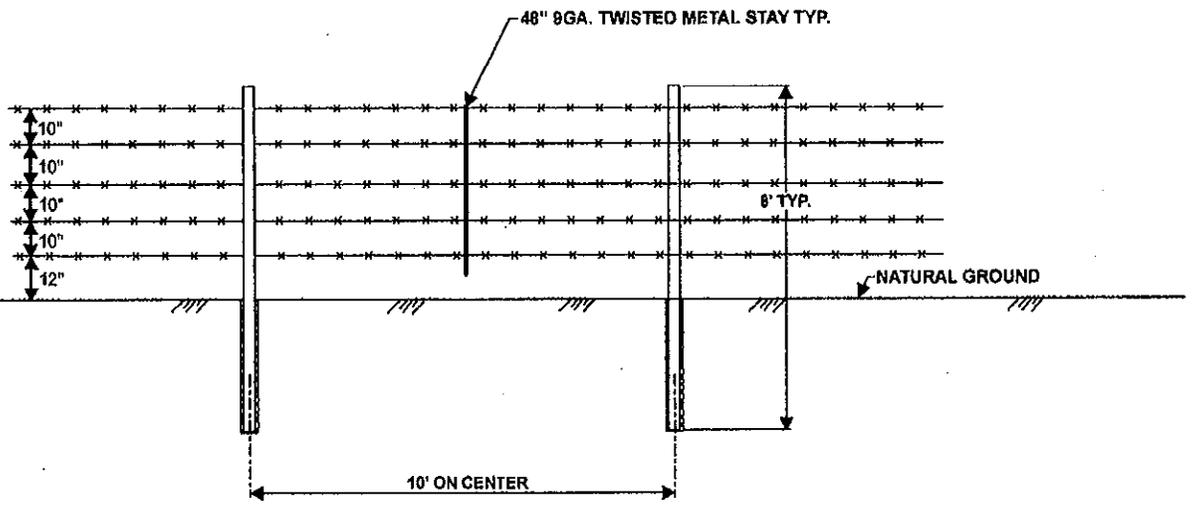
NOTE: PULL BRACES WILL BE CONSTRUCTED WHERE REQUIRED - TO TOP OF HILLS, AT WATER GAPS OR EVERY 600' MAXIMUM, AS DETERMINED BY COLLIN COUNTY

NOTE: THE NUMBER AND TYPE OF EXISTING FENCE WIRE STRANDS VARIES; CONTRACTOR IS REQUIRED TO TIE INTO EXISTING FENCE.

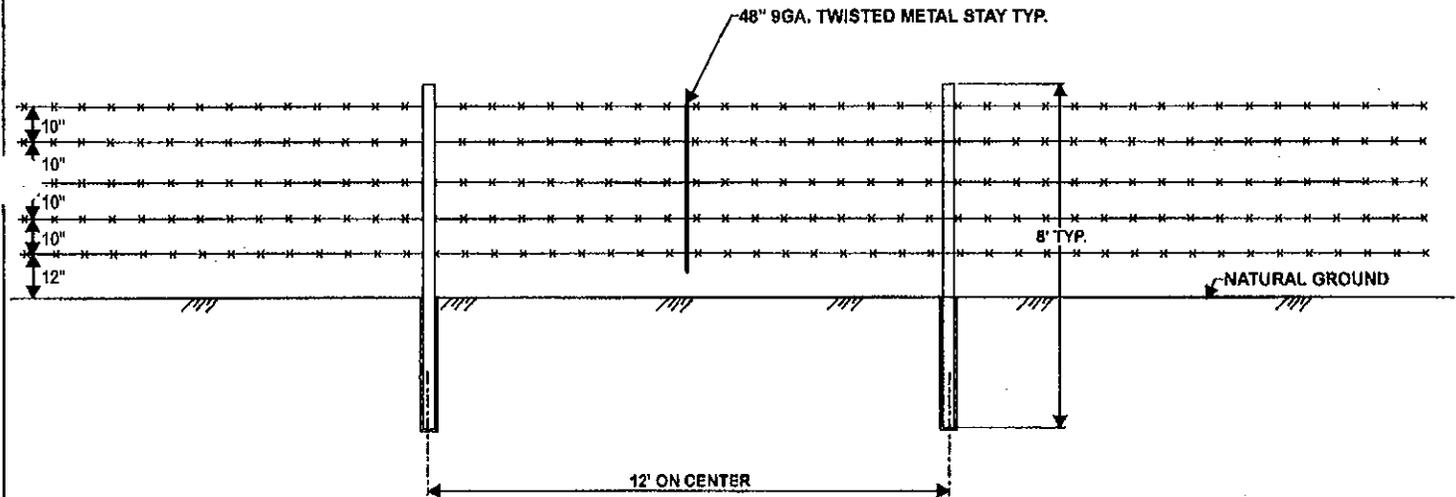
TYPICAL WOOD CROSS FENCE PULL BRACES EXHIBIT "C" NOT TO SCALE



**4" DIA. TREATED WOOD "T" POST FENCE DETAIL
10' SPAN WITH ONE STAY
EXHIBIT "C-1"**

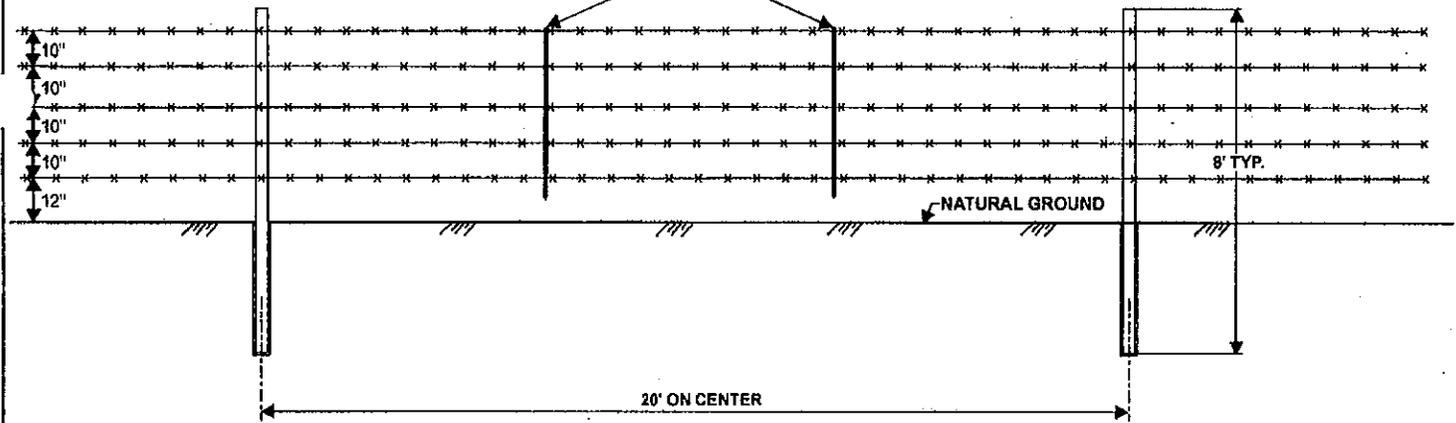


**4" DIA. TREATED WOOD "T" POST FENCE DETAIL
12' SPAN WITH ONE STAY
EXHIBIT "C-2"**

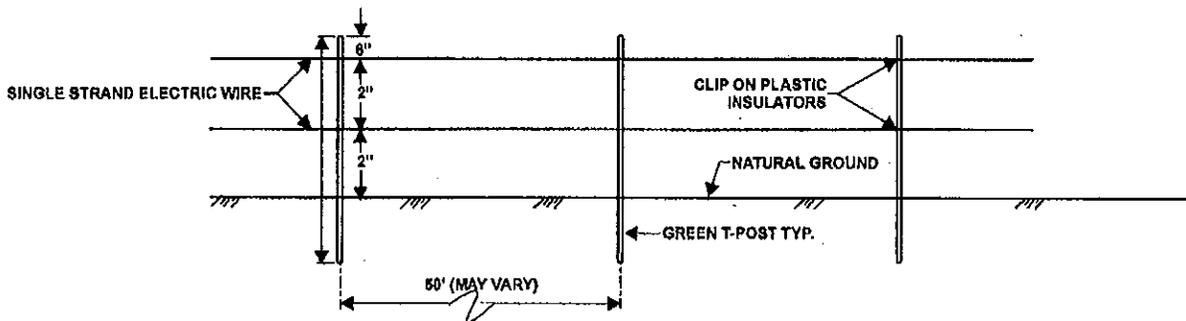


**4" DIA. TREATED WOOD "T" POST FENCE DETAIL
20' SPAN WITH TWO STAYS
EXHIBIT "C-3"**

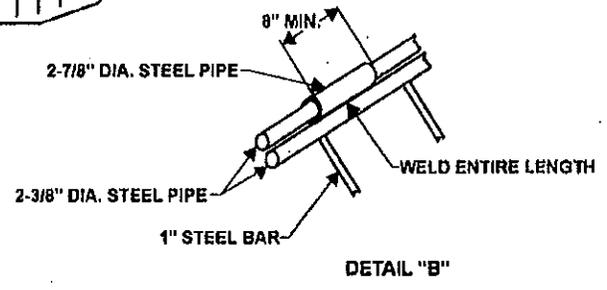
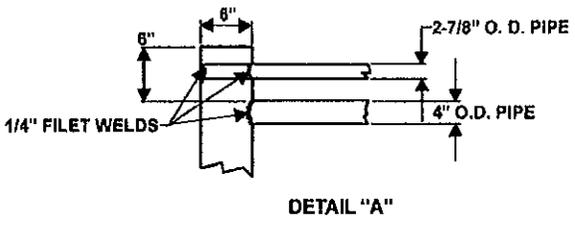
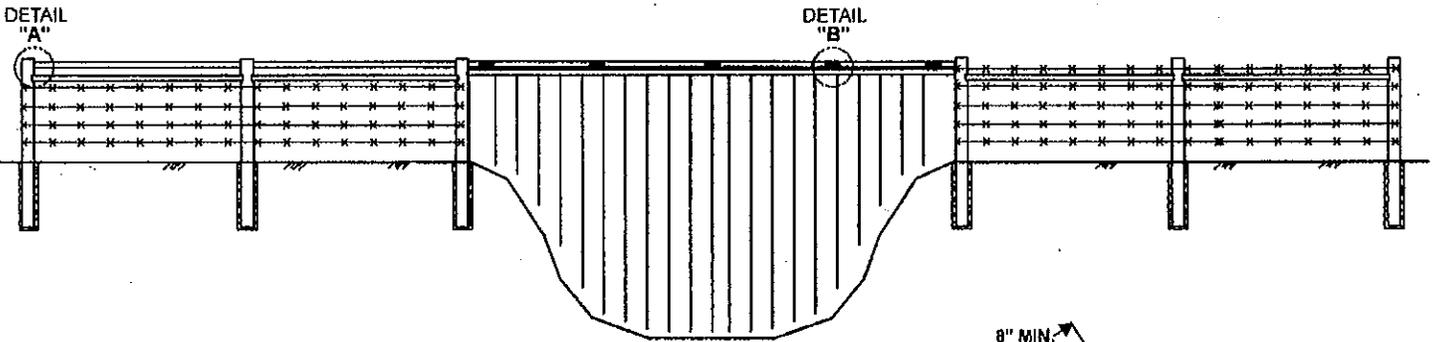
48" 9GA. TWISTED METAL STAYS TYP.



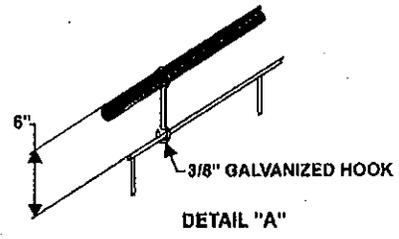
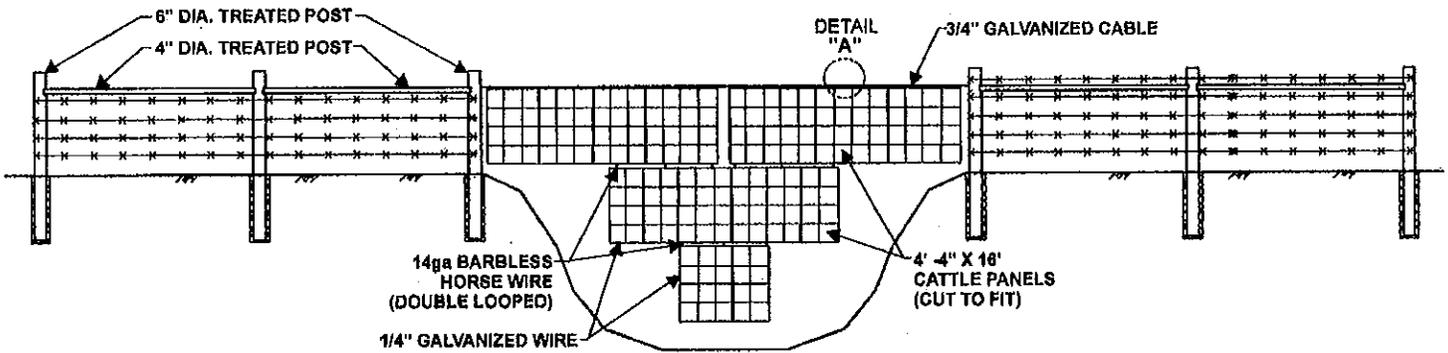
**TYPICAL TEMPORARY ELECTRIC FENCE DETAIL
NOT TO SCALE
EXHIBIT "D"**



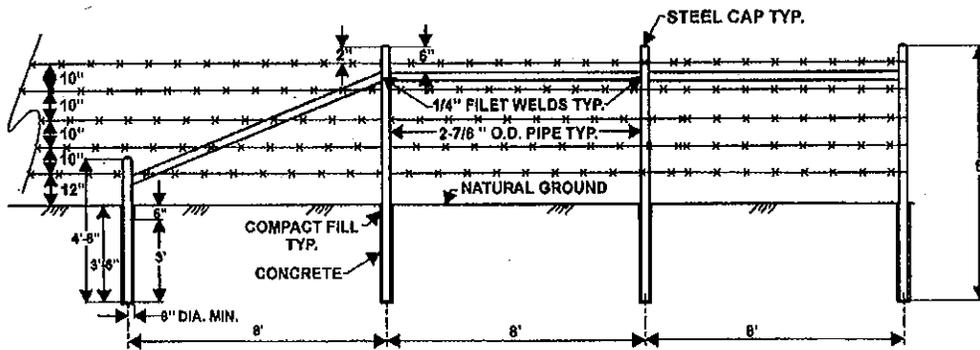
**STEEL PIPE WATER GAP
EXHIBIT "E"
NOT TO SCALE**



**STEEL PANEL WATER GAP
EXHIBIT "F"
NOT TO SCALE**



**2-7/8 INCH OUTSIDE DIAMETER PIPE FENCE DETAIL OVER 750-FOOT
NOT TO SCALE
EXHIBIT "H"**

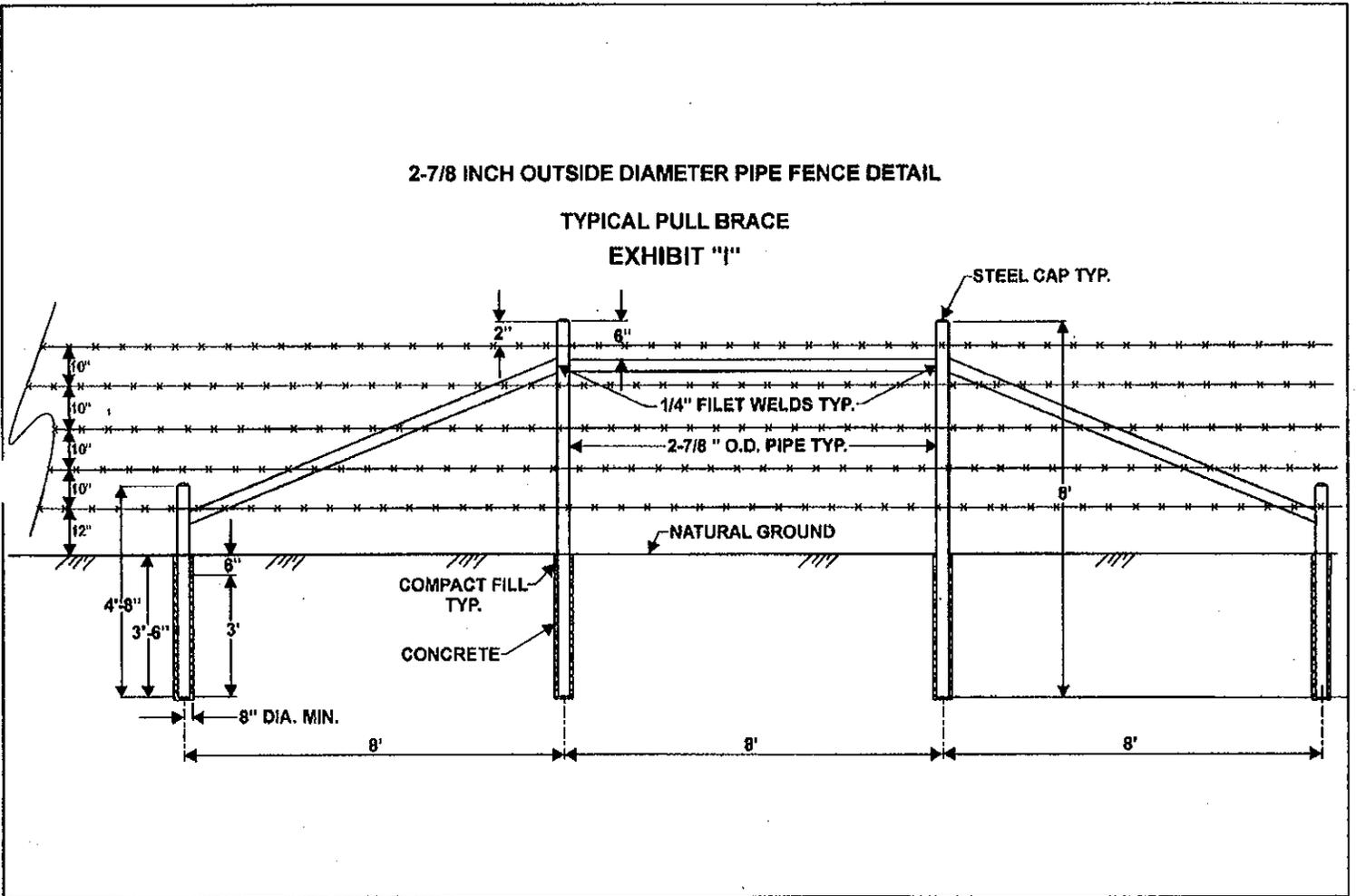


TYPICAL CORNER WITH DOUBLE "H" BRACES ONE DIRECTION WITH ONE ANCHOR

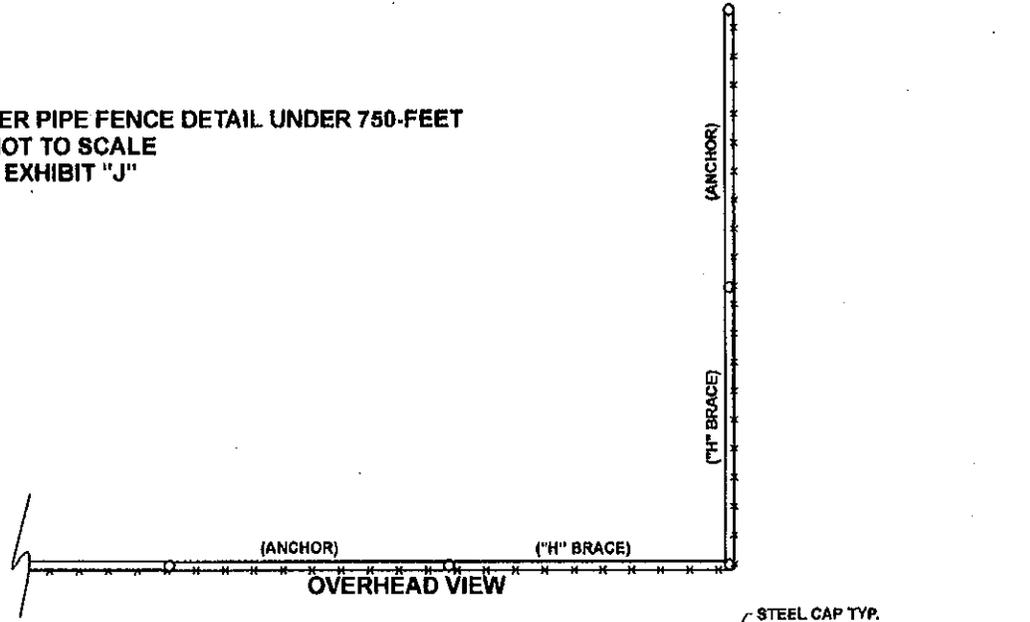
2-7/8 INCH OUTSIDE DIAMETER PIPE FENCE DETAIL

TYPICAL PULL BRACE

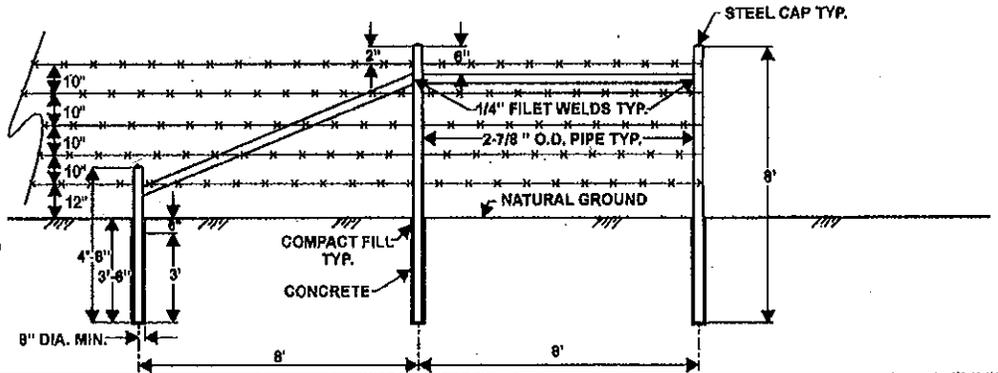
EXHIBIT "I"



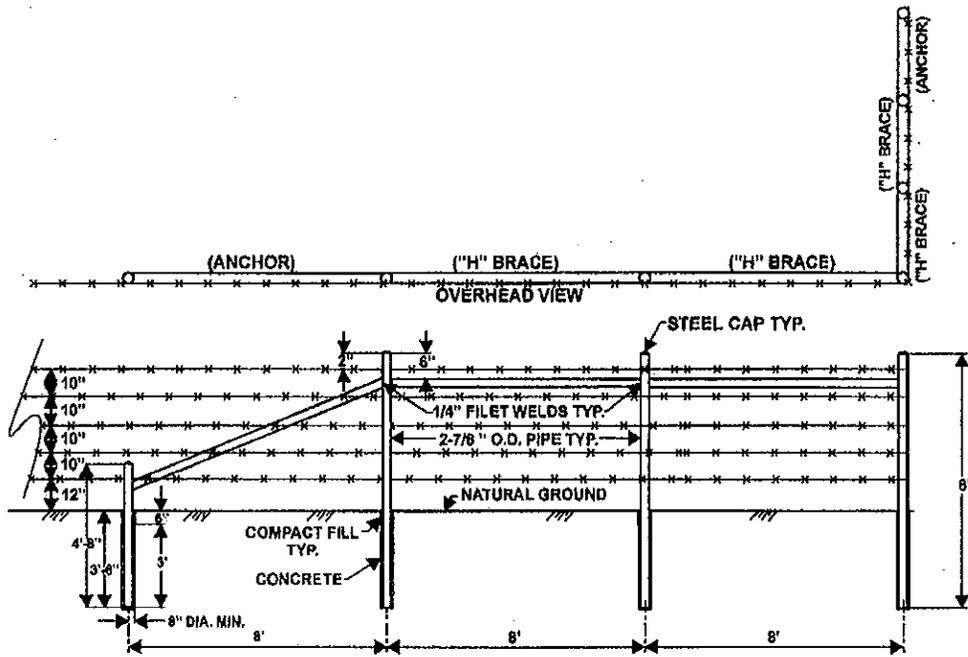
**2-7/8 INCH OUTSIDE DIAMETER PIPE FENCE DETAIL UNDER 750- FEET
NOT TO SCALE
EXHIBIT "J"**



TYPICAL CORNER OF TWO "H" BRACES WITH TWO ANCHORS

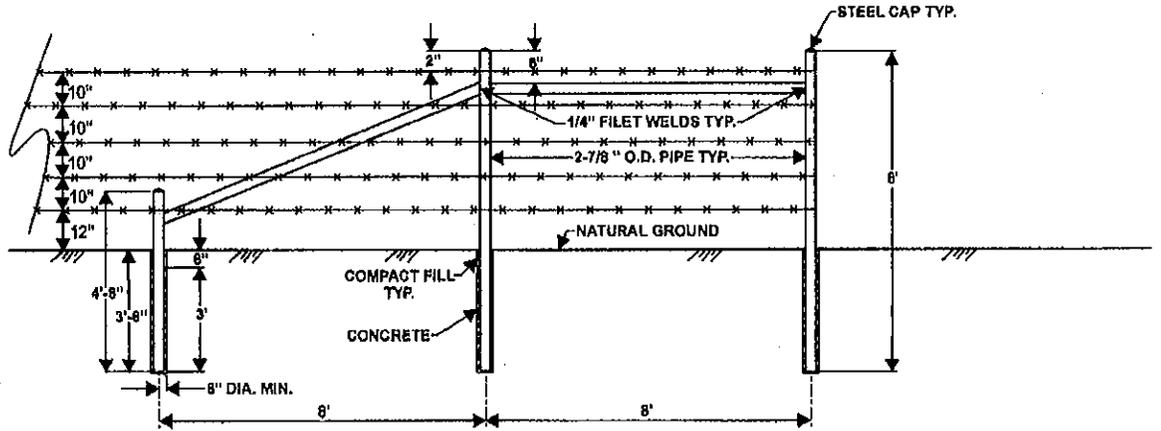
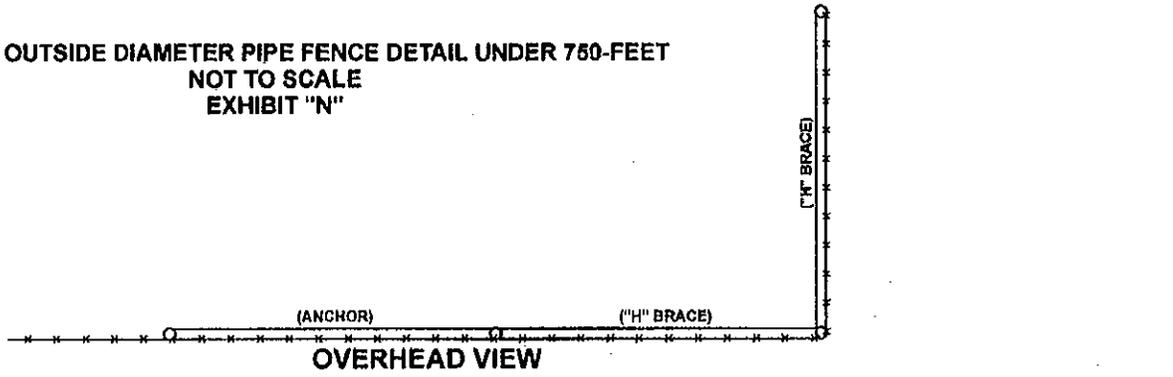


**2-7/8 INCH OUTSIDE DIAMETER PIPE FENCE DETAIL OVER 750-FEET
NOT TO SCALE
EXHIBIT "L"**



TYPICAL CORNER WITH DOUBLE "H" BRACES BOTH DIRECTIONS WITH TWO ANCHORS

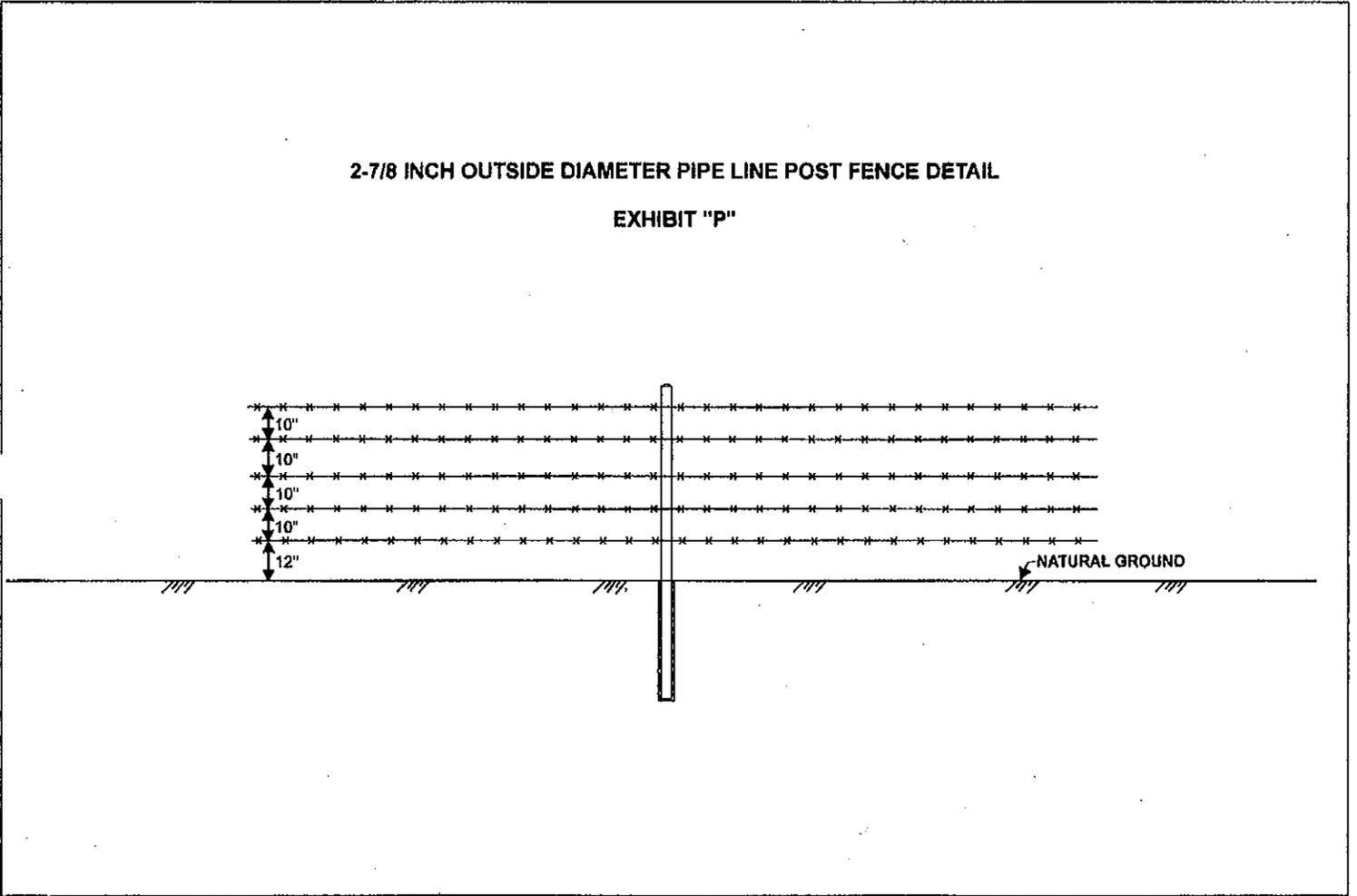
**2-7/8 INCH OUTSIDE DIAMETER PIPE FENCE DETAIL UNDER 750- FEET
NOT TO SCALE
EXHIBIT "N"**



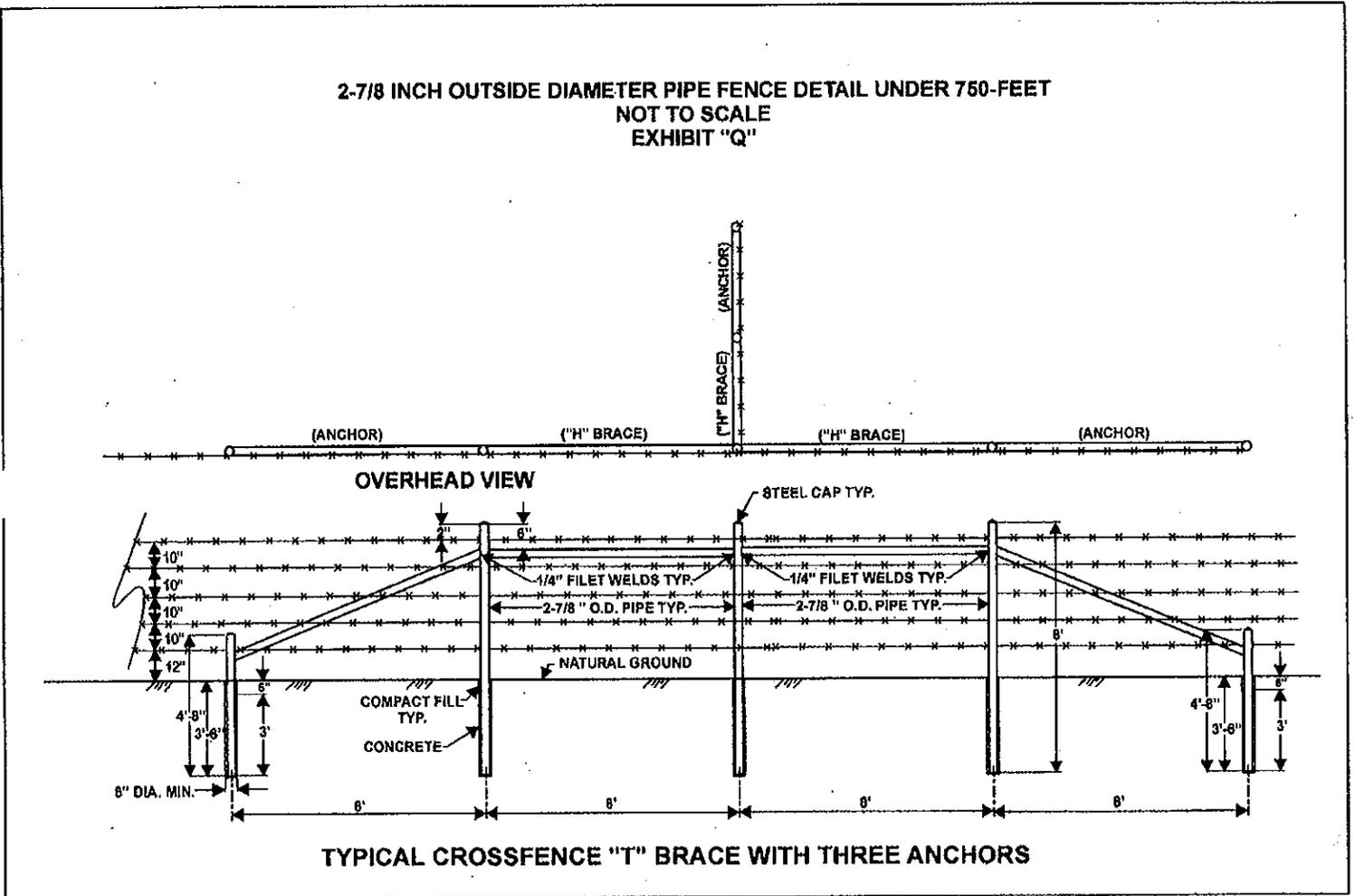
TYPICAL CORNER OF TWO "H" BRACES WITH ONE ANCHOR

2-7/8 INCH OUTSIDE DIAMETER PIPE LINE POST FENCE DETAIL

EXHIBIT "P"



2-7/8 INCH OUTSIDE DIAMETER PIPE FENCE DETAIL UNDER 750-FEET
NOT TO SCALE
EXHIBIT "Q"



PAYMENT BOND

STATE OF TEXAS -§
COUNTY OF COLLIN -§

KNOW ALL MEN BY THESE PRESENTS:

That [redacted], a corporation organized and existing under the laws of the State of [redacted], and fully authorized to transact business in the State of Texas, whose address is [redacted] of the City of [redacted] County of [redacted], and State of [redacted], (hereinafter referred to as "Principal"), and [redacted] (hereinafter referred to as "Surety", a corporation organized under the laws of the State of [redacted] and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto [redacted] (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, , in the penal sum of [redacted] Dollars (\$ [redacted]) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the [redacted] day of [redacted], 200[redacted], to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of [redacted].

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this [redacted] day of [redacted] 200[redacted].

WITNESS

[redacted]

PRINCIPAL

[redacted]

Printed/Typed Name [redacted]

Title: [redacted]

Company: [redacted]

WITNESS

Address:

SURETY

Printed/Typed Name

Title:

Company:

Address:

The Resident Agent of the Surety for delivery of notice and service of process is:

Name:

Address:

Phone Number:

Note:

Date of Bond must NOT be prior to date of contract

Revised 11/2008

PERFORMANCE BOND

STATE OF TEXAS -§
COUNTY OF COLLIN -§

KNOW ALL MEN BY THESE PRESENTS:

That [redacted], a corporation organized and existing under the laws of the State of [redacted] and fully authorized to transact business in the State of Texas, whose address is [redacted] of the City of [redacted] County of [redacted], and State of [redacted], (hereinafter referred to as "Principal"), and [redacted] (hereinafter referred to as "Surety", a corporation organized under the laws of the State of [redacted] and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto [redacted] (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, , in the penal sum of [redacted] Dollars (\$ [redacted]) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the [redacted] day of [redacted], 200[redacted], to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of [redacted].

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans specifications, and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of the Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this [redacted] day of [redacted] 200[redacted].

WITNESS

[redacted]

PRINCIPAL

[redacted]

Printed/Typed Name [redacted]

Title:

Company:

Address:

WITNESS

SURETY

Printed/Typed Name

Title:

Company:

Address:

The Resident Agent of the Surety for delivery of notice and service of process is:

Name:

Address:

Phone Number:

Note: Date of Bond must NOT be prior to date of contract

Revised 11/2008

**SIGNATURE FORM
COLLIN COUNTY, TEXAS**

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? Yes No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: Yes No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

- Sole Proprietorship Yes No
- General Partnership Yes No
- Limited Partnership Yes No
- Corporation Yes No
- Other Yes No

List Legal Names in Company:

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? Yes No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	<input type="text"/>
Street Address of Principal Place of Business	<input type="text"/>
City, State, Zip	<input type="text"/>
Phone of Principal Place of Business	<input type="text"/>
Fax of Principal Place of Business	<input type="text"/>
E-mail Address of Representative	<input type="text"/>
Federal Identification Number	<input type="text"/>
Date	<input type="text"/>
Acknowledgement of Addenda	#1 € #2 € #3 € #4 € #5 € #6 €
Authorized Representative Name	<input type="text"/>
Authorized Representative Title	<input type="text"/>
Signature (Required for paper bid submission)	<input type="text"/>

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For vendor or other person doing business with local governmental entity

**5 Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each affiliation or business relationship.

Empty text box for describing affiliations or business relationships.

6

Signature line

Signature of person doing business with the governmental entity

Date line

Date

Adopted 11/02/2005

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company	<input type="text"/>
Title of Officer	<input type="text"/>
Name of Officer	<input type="text"/>
Date:	<input type="text"/>

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette?	€	Yes	€	No
Plan Room?	€	Yes	€	No
Collin County Web-Site?	€	Yes	€	No
Facsimile or email from BidSync?	€	Yes	€	No
Other <input type="text"/>				

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?	€	Yes	€	No
Downloaded from Company Computer?	€	Yes	€	No
Requested a Copy from Collin County?	€	Yes	€	No
Other <input type="text"/>				

Thank You,

Collin County Purchasing Department

Question and Answers for Bid #2013-150 - Fencing: Labor and Materials All Inclusive

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.