



Bidder 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. 2017-163

**ANNUAL CONTRACT
FOR
FENCING AND FENCING REPAIR**

**BIDS DUE AUGUST 10, 2017
2:00 P.M.**

BID NO. 2017-163

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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 FENCING AND FENCING REPAIR

Tarrant County is requesting bids for the **ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR** for the **FACILITIES MANAGEMENT DEPARTMENT**. All bids must be submitted on the attached Price Forms. **Bidders must bid on all items.** Tarrant County will not enter into any contract where the cost is provisional upon such clauses as "escalator" or "cost-plus" clauses.

BY MAIL VIA US POSTAL SERVICE

ORIGINAL AND ONE (1) COPY

OF

COMPLETED BID

**MUST BE RECEIVED IN THE
PURCHASING DEPARTMENT**

AT 100 E. WEATHERFORD, SUITE 303

FORT WORTH, TEXAS 76196-0104

ON OR BEFORE AUGUST 10, 2017

AT 2:00 P.M.

BY COURIER, FEDERAL EXPRESS, UPS

ORIGINAL AND ONE (1) COPY

OF

COMPLETED BID

**MUST BE RECEIVED IN THE
PURCHASING DEPARTMENT**

AT 100 E. WEATHERFORD, SUITE 303

FORT WORTH, TEXAS 76102

ON OR BEFORE AUGUST 10, 2017

AT 2:00 P.M.

All bids, including a "NO BID", are due in the Purchasing Department by the due date in sealed envelopes or boxes. All bids must be clearly marked with the Bid Number, the name of the company submitting the bid, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Original bid must be clearly marked "ORIGINAL" and contain all original signatures.

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

Bids may be withdrawn at any time prior to the official opening.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

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

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

ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR

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

JAMES L. BOCKS, CPPB, SENIOR BUYER
FAX: (817) 884-2629

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

The deadline for receipt of all questions is 12:00 (Noon), Fort Worth, TX time, Friday, July 28, 2017. After the question deadline, all questions and their responses will be posted on the website and available for download by Bidders.

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

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

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.

ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR

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.

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

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

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

CONFIDENTIALITY: Any material that is to be considered confidential must be clearly marked as such and shall be treated as confidential to the extent allowable under Chapter 552.136, Texas Government Code. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "**CONFIDENTIAL INFORMATION.**" Note: **PRICING INFORMATION IS NOT CONSIDERED CONFIDENTIAL AND IF MARKED AS SUCH, WILL RESULT IN REJECTION OF YOUR BID.**

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

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

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

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

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

ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR

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

**VARIOUS LOCATIONS WITHIN TARRANT COUNTY
PER INDIVIDUAL PURCHASE ORDERS**

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

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

A **packing list** shall accompany each shipment and shall include but not be limited, to the following:

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 FENCING AND FENCING REPAIR

BOND REQUIREMENTS

Power of Attorney

Attorney-in-fact who signs bids or contract bonds must file with each bond a certified and current copy of the power of attorney.

Payment Bond and Performance Bond shall be as follows:

For a contract in excess of \$100,000, a Performance Bond shall be executed in the amount of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of Tarrant County.

For a contract in excess of \$25,000, a Payment Bond shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project.

Note: Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas.

Tarrant County reserves the right to solicit separate bids for any individual project that exceeds \$25,000

ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS:** 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 twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**
2. **RENEWAL OPTIONS:** Tarrant County reserves the right to exercise an option to renew the contract of the Vendor for two (2) additional twelve (12) month periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the County exercises the right in writing, the Vendor shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, the County will rescind its option and seek a new bid solicitation.
3. **COOPERATIVE PURCHASING:** Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among the governmental entities that are listed on pages 10-12; 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.**
 - A. Should other Governmental Entities decide to participate in this contract, would you, the Bidder, agree that all terms, conditions, specifications, and pricing would apply?

_____Yes _____No
 - 1) If you, the Bidder, checked yes, the following will apply:
 - a) Governmental Entities utilizing Inter-Governmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded because of the solicitation. All purchases by Governmental Entities other than Tarrant County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Tarrant County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/services as needed.
 - b) Delivery to governmental entities located within Tarrant County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Tarrant County shall be negotiated between the Vendor and each governmental entity.

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- c) Tarrant County utilizes County Purchase Orders as its primary means of encumbering funds and pays for goods and services utilizing Vendor invoices. In the event Governmental Entities utilizing Inter-Governmental Contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the Vendor to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the Vendor.
- d) Vendor(s) awarded contract(s) resulting from bid shall be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information shall be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County. Failure to provide the requested information when requested could delay the renewal process.

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

- 1) In the event the secondary or alternate Vendors are called upon, they will offer the goods and services at the bid prices, or better. Any attempt to increase the original bid price may be cause to remove the Vendor from the contract. This in no way negatively affects the status of the primary Vendor.
- 2) If the secondary or alternate Vendor represents themselves as the primary Vendor without written authorization from the Tarrant County Purchasing Agent, or his designee, the secondary or alternate Vendor may be removed from the contract. Would you, the Vendor, be willing to accept a secondary/alternate award based on the above?

_____Yes _____No

ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

1. Alamo Heights ISD	54. City of Bridgeport	108. City of Garland
2. Allen ISD	55. City of Brownwood	109. City of Gatesville
3. Alvord ISD	56. City of Bryan	110. City of Georgetown
4. Anna Fire Department	57. City of Burkburnett	111. City of Glen Heights
5. Anderson County	58. City of Burleson	112. City of Godley
6. Aransas County	59. City of Caddo Mills	113. City of Granbury
7. Arlington ISD	60. City of Canton	114. City of Grand Prairie
8. Armstrong County	61. City of Carrollton	115. City of Grand Saline
9. Atascosa County	62. City of Castle Hills	116. City of Grapevine
10. Bastrop County	63. City of Cedar Hill	117. City of Greenville
11. Bell County	64. City of Cedar Park	118. City of Haltom City
12. Benbrook Water Authority	65. City of Celeste	119. City of Haslet
13. Bethany Spec Utility Dist	66. City of Celina	120. City of Heath
14. Bexar County	67. City of Cibolo	121. City of Hitchcock
15. Birdville ISD	68. City of Cleburne	122. City of Horizon City
16. Blue Ridge Fire Department	69. City of Cockrell Hill	123. City of Hudson Oaks
17. Bosque County	70. City of Colleyville	124. City of Huntsville
18. Branch Fire Department	71. City of Combine	125. City of Hurst
19. Brazoria County	72. City of Commerce	126. City of Hutchins
20. Brazos County	73. City of Converse	127. City of Hutto
21. Briar Volunteer Fire Dept.	74. City of Coppel	128. City of Irving
22. Brooks County Constables, Precincts 1-4	75. City of Copperas Cove	129. City of Italy
23. Brown County	76. City of Corinth	130. City of Jacksboro
24. Bulverde Police Department	77. City of Corsicana	131. City of Jefferson
25. Burnet County	78. City of Crowley	132. City of Keene
26. Cameron County	79. City of Cumby	133. City of Keller
27. Carroll ISD	80. City of Dalworthington Gardens	134. City of Kennedale
28. Carrollton-Farmers Branch ISD	81. City of De Leon	135. City of Killeen
29. Castleberry ISD	82. City of Decatur	136. City of Krum
30. Cedar Hill ISD	83. City of Deer Park	137. City of Kyle
31. Chambers County	84. City of Denison	138. City of La Vernia
32. Cherokee County	85. City of Denton	139. City of Lake Dallas
33. City of Aledo	86. City of DeSoto	140. City of Lake Worth
34. City of Allen	87. City of Diboll	141. City of Lancaster
35. City of Alvord	88. City of Duncanville	142. City of Laredo
36. City of Amarillo	89. City of Early	143. City of League City
37. City of Anna	90. City of Eastland	144. City of Leander
38. City of Arlington	91. City of El Paso	145. City of Lewisville
39. City of Athens	92. City of Electra	146. City of Lindale
40. City of Aubrey	93. City of Emory	147. City of Little Elm
41. City of Austin	94. City of Euless	148. City of Littlefield
42. City of Azle	95. City of Everman	149. City of Live Oak
43. City of Balch Springs	96. City of Farmers Branch	150. City of Lubbock
44. City of Bangs	97. City of Farmersville	151. City of Lucas
45. City of Baytown	98. City of Ferris	152. City of Lufkin
46. City of Bedford	99. City of Floresville	153. City of Lumberton
47. City of Bells	100. City of Forest Hill	154. City of Mansfield
48. City of Benbrook	101. City of Forney	155. City of Marshall
49. City of Blue Mound	102. City of Fort Worth	156. City of McAllen
50. City of Bovina	103. City of Frisco	157. City of McKinney
51. City of Bowie	104. City of Gainesville	158. City of Melissa
52. City of Boyd	105. City of Galena Park	159. City of Merkel
53. City of Bridge City	106. City of Galveston	160. City of Mesquite
	107. City of Ganado	161. City of Midlothian

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Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

162.	City of Morgan's Point Resort	217.	City of Vernon	267.	Fort Worth ISD
163.	City of Murphy	218.	City of Waco	268.	Fort Worth Trans Authority
164.	City of Nacogdoches	219.	City of Watauga	269.	Freestone County
165.	City of Nederland	220.	City of Waxahachie	270.	Frisco ISD
166.	City of New Braunfels	221.	City of Weatherford	271.	Grandview Police Dept.
167.	City of North Richland Hills	222.	City of Westworth Village	272.	Grapevine\Colleyville ISD
168.	City of Odessa	223.	City of White Settlement	273.	Grayson County
169.	City of Ovilla	224.	City of Whitesboro	274.	Gregg County
170.	City of Palestine	225.	City of Whitewright	275.	Guadalupe County
171.	City of Parker	226.	City of Wills Point	276.	Hardin County
172.	City of Pasadena	227.	City of Wilmer	277.	Harris County Emg Svcs District #7
173.	City of Pelican Bay	228.	City of Wylie	278.	Harris County Emg Svcs District #24
174.	City of Pharr	229.	Clay County	279.	Harrison County
175.	City of Plano	230.	Clear Creek ISD	280.	Hawkins ISD
176.	City of Port Isabel	231.	Cochran County	281.	Hays County
177.	City of Pottsboro	232.	Collin County	282.	Heart of Texas Regional MHMR Center
178.	City of Princeton	233.	Collin County Community College District	283.	Henderson County
179.	City of Ralls	234.	Comal County	284.	Hood County
180.	City of Red Oak	235.	Cooke County	285.	Hopkins County
181.	City of Rhome	236.	Coryell County	286.	Housing Authority of the City of Austin
182.	City of Richardson	237.	Cottondale Vol Fire Dept	287.	Humble ISD
183.	City of Richland Hills	238.	Crowley ISD	288.	Hunt County
184.	City of River Oaks	239.	Dallas County	289.	Hurst Euleess Bedford ISD
185.	City of Roanoke	240.	Dallas/Fort Worth International Airport Board	290.	Hutchinson County
186.	City of Rockwall	241.	Dallas ISD	291.	Idea Public Schools
187.	City of Round Rock	242.	Decatur ISD	292.	Jack County
188.	City of Rowlett	243.	Denison ISD	293.	Jasper County
189.	City of Royse City	244.	Denton County	294.	Jefferson County
190.	City of Runaway Bay	245.	Denton County Fresh Water Supply Dist No. 1-A	295.	Jim Wells County
191.	City of Rusk	246.	Denton ISD	296.	Johnson County
192.	City of Sachse	247.	DeSoto ISD	297.	Johnson County SUD
193.	City of Saginaw	248.	Diana Special Utility District	298.	Karnes County
194.	City of San Angelo	249.	Duncanville ISD	299.	Kaufman County
195.	City of San Benito	250.	Duval County	300.	Kaufman ISD
196.	City of San Marcos	251.	Eagle Mountain-Saginaw ISD	301.	Keller ISD
197.	City of Sanger	252.	East Texas Council of Govs.	302.	Kennedale ISD
198.	City of Sansom Park	253.	Ector County	303.	Kerens ISD
199.	City of Seagoville	254.	Ector County ISD	304.	Kinney County
200.	City of Sherman	255.	Eddy County, NM	305.	Krum ISD
201.	City of Sour Lake	256.	El Paso County	306.	Lake Dallas ISD
202.	City of Southlake	257.	El Paso County Hospital District dba University Medical Center of El Paso	307.	Lake Worth ISD
203.	City of Southmayd			308.	Lamar County
204.	City of Springtown	258.	Electra ISD	309.	Lamb County
205.	City of Stephenville	259.	Ellis County	310.	Lampasas County
206.	City of Sulphur Springs	260.	Erath County	311.	Lavon Police Department
207.	City of Taft	261.	Everman ISD	312.	Leon County
208.	City of Taylor	262.	Fannin County	313.	Lewisville ISD
209.	City of Temple	263.	Floyd County	314.	Limestone County
210.	City of Terrell	264.	Fort Bend County	315.	Little Elm ISD
211.	City of Texarkana, AR	265.	Fort Bend County ESD#2	316.	Lovejoy ISD
212.	City of Texarkana, TX	266.	Fort Worth Housing Authority	317.	Lowry Crossing Vol Fire Dept
213.	City of The Colony				
214.	City of University Park				
215.	City of Van Alstyne				
216.	City of Venus				

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Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

318.	Lubbock County	366.	Region II Education Service Center (ESC)	405.	Town of Flower Mound
319.	Mansfield ISD	367.	Richardson ISD	406.	Town of Hickory Creek
320.	Maverick County	368.	Rockwall County	407.	Town of Highland Park
321.	McKinney ISD	369.	Round Rock ISD	408.	Town of Lakeside
322.	McLennan County	370.	Sam Rayburn ISD	409.	Town of Little Elm
323.	McLennan Comm. College	371.	San Jacinto Community College District	410.	Town of Northlake
324.	Medina Valley ISD	372.	San Patricio County	411.	Town of Pantego
325.	Merilee Special Utility Dist.	373.	Schleicher County	412.	Town of Ponder
326.	MHMR of Tarrant County	374.	Senior Center Resource and Public Transit, Inc. of Hunt County	413.	Town of Prosper
327.	Midland County	375.	Seven Points Fire Rescue	414.	Town of Providence Village
328.	Midway ISD	376.	Sherman ISD	415.	Town of Sunnyvale
329.	Milam County	377.	Smith County	416.	Town of Trophy Club
330.	Mills County	378.	Springtown ISD	417.	Town of Westlake
331.	Montgomery County	379.	South Montgomery Fire Department	418.	Town of Westover Hills
332.	Montgomery County Emg Svcs Dis No 10 (ESD 10)	380.	South Texas College	419.	Travis County
333.	Montgomery County Hospital District	381.	SPAN, Inc.	420.	Travis County Healthcare District
334.	Mount Pleasant Police Dept.	382.	Stephens County	421.	Trinity River Authority
335.	Mount Vernon Police Dept.	383.	Sterling County	422.	U.S. Marshals Service
336.	Nacogdoches County	384.	Tarleton State University	423.	University of North Texas
337.	Navarro County	385.	Tarrant Appraisal District	424.	University of North Texas Health Science Center
338.	Nevada Volunteer Fire Dept.	386.	Tarrant County 9-1-1 Emergency Assistance District	425.	University of Texas at Arlington
339.	New Caney ISD	387.	Tarrant County College District	426.	University of Texas at Dallas
340.	Nolan County	388.	Tarrant County Emergency Services District 1	427.	University of Texas MD Anderson Cancer Center
341.	Normangee ISD	389.	Tarrant County Hospital District	428.	Upper Trinity Regional Water District
342.	North Central Texas Council of Governments	390.	Tarrant County Workforce Development Board	429.	Upshur County
343.	North Texas Municipal Water District	391.	Tarrant Regional Water District	430.	Upton County
344.	North Texas Tollway Auth	392.	Taylor County	431.	Van Alstyne ISD
345.	Northwest ISD	393.	Terrell ISD	432.	Van Zandt County
346.	Nueces County	394.	Texas A&M University at Commerce	433.	Victoria County
347.	Olton Police Department	395.	Texas Alcoholic Beverage Commission	434.	Waco ISD
348.	Orange County	396.	Texas Dept. of Parks & Wildlife	435.	Walker County
349.	Orange Cnty Drainage Dist	397.	Texas Dept. of Public Safety	436.	Waller County
350.	Palo Pinto County	398.	Titus County	437.	Ward County
351.	Panola County	399.	TML MultiState Intergovernmental Employee Benefits Pool	438.	Weatherford College
352.	Paradise ISD	400.	Tom Green County	439.	Westminster Fire Dept.
353.	Parker County	401.	Town of Addison	440.	Weston Volunteer Fire Department
354.	Parker County Emergency Services District 1	402.	Town of Argyle	441.	White Settlement ISD
355.	Parmer County	403.	Town of Edgecliff Village	442.	Williamson County
356.	Potter County	404.	Town of Fairview	443.	Williamson County Emg Services District #3
357.	Public Transit Service of Mineral Wells			444.	Wilson County
358.	Quinlan ISD			445.	Wise County
359.	Rains County ESD #1			446.	Wood County
360.	Rancho Viejo Police Dept.			447.	Young County
361.	Randall County			448.	Zapata County
362.	Red Oak ISD				
363.	Red River County				
364.	Refugio County				
365.	Region 9 Education Service Center of Wichita				

ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. **EXAMINATION OF EXISTING PREMISES:** It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based on the specifications, supplemented by the affecting conditions.
5. **RISK:** The work under this contract in every respect shall be at the risk of the Contractor until finished and accepted.
6. **EXECUTION, CORRECTION, AND INTENT OF DOCUMENTS:** The intent of the contract documents, plans and specifications is to describe the complete work to be performed under such contract. Unless otherwise provided, it is also the intent of the plans and specifications and contract documents that the respective Contractor(s) shall furnish all materials, supplies, tools, equipment, machinery, labor and supervision necessary for the prosecution and completion of the work in full compliance with the proposal, plans, specification and other documents.
7. **INSURANCE:**
 - A. The 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) Commercial General Liability:
 - a. Bodily Injury/Personal Injury/Property Damage —
\$1,000,000 per occurrence/\$2,000,000 aggregate
 - 3) Professional Liability — \$1,000,000 per occurrence/\$2,000,000 aggregate
 - 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.

ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR

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, is 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.
8. **LABOR:** Perform labor in a workmanlike manner by skilled mechanics of their respective trades.
9. **TIME OF COMPLETION:** Each Bidder shall state in his bid, in the space provided, the number of calendar days required from the date of receipt of "Notice to Proceed" to complete the work.
10. **WORKMEN'S SAFETY:** The Contractor shall meet all safety and health regulations required by the Occupational Safety and Health Administration, Department of Labor and all state regulations dealing with occupational safety.
11. **SALES TAX:** Contracts or subcontracts let on this project are exempt from the "Limited Sales Tax" of the State of Texas, and no provisions should be made in any bid for an amount to be used to pay such tax, either directly or indirectly.
12. **MATERIAL SUBSTITUTION:**
- A. Where several materials are specified by name for one use, select for use of those specified. Wherever item or class of material is specified exclusively by trade name, manufacturer's name or catalog reference, use only such item unless written approval for substitution is secured.
 - B. The Specifications specify the quality of the materials to be used. The method of fabrication and incorporation into the building shall be governed by the best known practices in each of the respective trades.
13. **CODE REQUIREMENTS:** The rules and regulations, ordinances and laws governing the installation of the work and/or equipment shall be in accordance with all regulations and codes of the Federal, State, and Municipal departments having jurisdiction, the National Board of Fire Underwriters, Factory Mutual Insurance, and Texas Engineering and Fire Prevention Bureau, and the local utility companies which are in force at the time of the execution of the work.

ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR

14. **PROTECTION:** The Contractor shall provide and maintain all protections required by the governing laws, regulations, and ordinances. The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the Owner or to the work or materials installed and shall make good any loss, damage, or injury without cost to the owner.
15. **INDEMNIFICATION.** The Contractor agrees to fully indemnify and save whole and harmless the County of Tarrant from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, his agents, servants, and employees.
16. **CRIMINAL BACKGROUND CHECK:**
All vendor designated personnel performing work for Tarrant County to include on-site or remote access will be required to undergo a Criminal Justice Information Services (CJIS) Criminal Background Check.
- a. Vendor shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work for Tarrant County.
 - b. Personnel who perform work for Tarrant County must submit to and pass a CJIS Criminal Background Check. That status must be maintained by all Vendor personnel for the duration of the contract.
 - c. Criminal Background checks conducted by Vendor for vetting purposes are desired but are not acceptable due to particular requirements. Tarrant County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
 - d. Failure of the Vendor to supply personnel who pass a CJIS Criminal Background Check could result in termination of the contract.

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

ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR

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

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

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

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. Vendor will not be allowed to make unauthorized substitutions after award.

ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR

TECHNICAL SPECIFICATIONS

- A. Bidders are to include all labor, fuel, delivery, freight, service call, and parts/material costs when providing pricing for items in sections for installation and material.
- B. Awarded vendors are to supply a copy of MSDS sheets of all chemicals/products that are routinely used for the completion of services. Tarrant County reserves the right to disallow the use of any chemicals/products in the completion of services under this bid.
- C. Awarded vendors will be responsible for cleanup of debris and spills resulting from work completed while completing services under this bid.
- D. Awarded vendors shall not use Tarrant County dumpsters to dispose of any refuse.
- E. Awarded vendors shall be responsible for replacing, at no cost to Tarrant County, any damages incurred during completion of services under this Request for Bid. Awarded vendor's personnel includes any personnel sub-contracted by the Vendor for the completion of services under this Request for Bid.
- F. Awarded vendors must schedule service dates with appointed Tarrant County Facilities Management personnel. Vendor must not complete work without prior approval to proceed from Tarrant County Facilities Management. Changes in schedule for any reason (including inclement weather) must be approved by Tarrant County Facilities Management.
- G. Awarded vendors shall contact the appropriate Tarrant County Facilities Management personnel and sign-in before work is started and sign-out when work is completed. When completing services during non-regular working hours, Awarded vendors are to make arrangements with Facilities Management personnel to check in before service begins and check out when service is completed.
- H. Awarded vendors shall supply an Inspection Report describing services completed on the service visit date. Vendor shall list services completed and areas worked on Inspection Reports.
- I. Awarded vendors must maintain a staff adequate to complete required service calls. This staff must be established one (1) month prior to the scheduled visit date of each service call.
- J. Tarrant County reserves the right to add or delete locations/services as needed. The County will request a written quotation from the Vendor for additional locations. Awarded vendors shall submit, in writing, a fair and reasonable price for a service call for the new locations/services based on current bid prices contained in this Request for Bid. If it is determined the quote is excessive, the County reserves the right to request quotations from additional sources.

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K. Awarded vendors are to use materials that meet or exceed the below listed specifications:

1. Common Chain-Link Fence:
 - a. Galvanized Steel Material.
 - b. Mesh Size: 2.375 Inches.
 - c. Gauge: 11.5.
 - d. Metal Finish.
 - e. Miscellaneous Parts Needed for the Installation/Demolition of Fence.
2. Concrete Masonry Fence:
 - a. Gray Concrete Block Material.
 - b. Actual Block Measurements: 7.625 Inches Deep x 7.625 Inches High x 16 Inches Wide.
 - c. Dry-Stacked Interlocking System (Mortar-Less).
 - d. Gray Concrete Finish.
 - e. Miscellaneous Parts Needed for the Installation/Demolition of Fence.
3. Mini-Mesh Fence:
 - a. Galvanized Steel Material.
 - b. Mesh Size: 0.375 Inch.
 - c. Gauge: 11.5.
 - d. Metal Finish.
 - e. Miscellaneous Parts Needed for the Installation/Demolition of Fence.
4. Metal Square Tube Fence:
 - a. Galvanized Steel Material.
 - b. 0.75 Inch Square Tube.
 - c. 3.875 Inch Picket Spacing.
 - d. 4.5 inch Picket Center.
 - e. Gauge: 18.
 - f. Top and Bottom Railing.
 - g. Black Powder Coat Finish.
 - h. Miscellaneous Parts Needed for the Installation/Demolition of Fence.

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5. Pressure Treated Wood Fence:
 - a. Pressure Treated Pine Material.
 - b. Board-on-Board Spacing.
 - c. Fence Top Style: Flat-top.
 - d. Actual Measurements: 5.5 Inch Wide x 0.625 Inch Thick.
 - e. Pressure Treated Finis.
 - f. Miscellaneous Parts Needed for the Installation/Demolition of Fence.
6. Red Cedar Wood Fence:
 - a. Western Red Cedar Material.
 - b. Board-on-Board Spacing.
 - c. Fence Top Style: Flat-top.
 - d. Actual Measurements: 6 Inch Wide x 0.57 Inch Thick.
 - e. Natural Finish.
 - f. Miscellaneous Parts Needed for the Installation/Demolition of Fence.
7. Fence Post:
 - a. Steel Material.
 - b. Gauge: 16.
 - c. Actual Diameter: 2.37 Inches.
 - d. Installed with a Minimum of One-Third of the Post Beneath Ground.
 - e. Installed Set in Concrete.
 - f. Silver Finish.
 - g. Miscellaneous Parts Needed for the Installation/Demolition of Fence.
8. Cement Fence Footer:
 - a. Cement Material.
 - b. Actual Dimensions: 24 Inches Wide x 8 Inches Thick.
 - c. Cement Finish.
 - d. Miscellaneous Parts Needed for the Installation/Demolition of Fence.



TARRANT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

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

II. DEFINITIONS

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

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

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

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

III. POLICY GUIDELINES

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

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

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

IV. ADMINISTRATIVE GUIDELINES

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

510 Historically Underutilized Businesses Policy

Adopted: Court Order 64788 (December 17, 1990)

Amended: Court Order 69958 (December 7, 1993)

Amended: Court Order 99651 (December 28, 2006)

ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Tarrant County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Price Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services
Statewide HUB Program
1711 Jacinto Blvd.
PO Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

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

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

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

Indicate all that apply:

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

ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR

REFERENCES

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

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

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

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

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

ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR

REFERENCES

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

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

SIGNATURE FORM

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

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

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

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

Vendor hereby assigns to purchase all claims for overcharges associated with the 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 the bid package. ***Failure to sign and return the form will result in the rejection of the entire bid.***

Signature _____ **X**
Authorized Representative

NAME AND ADDRESS OF COMPANY:

Tel. No. _____ Date _____
E-Mail Address: _____ Name _____
Title _____
FAX No. _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____ Tel. No. _____

THIS FORM MUST BE SIGNED.

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



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

If not, your Bid will be
rejected.

ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR

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 _____

DUNS Number: _____

CAGE Code: _____

ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR

FORM 1295 INFORMATION

The following information applies ONLY to an awarded Vendor.

Certificate of Interested Parties (Form 1295)

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

The Filing Process:

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

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

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

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

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

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

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL

Effective September 1, 2017, Contractor/Vendor verifies that it/he/she does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017.

DISCLOSURE OF INTERESTED PARTIES

By submitting a bid in response to the solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

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

Signature _____X

THIS FORM MUST BE SIGNED.

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

ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR

FORMS/DOCUMENTS CHECKLIST

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

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

ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR

PRICE FORM

Section I: Installation of Fence

Item #	Item Description	Price per Linear Foot/Post	Est. Qty.	Extended
<u>Fencing Material:</u>				
1	Common Chain Link Fence, 6 Foot High	\$_____	36 Feet	\$_____
2	Common Chain Link Fence, 8 Foot High	\$_____	100 Feet	\$_____
3	Common Chain Link Fence, 10 Foot High	\$_____	575 Feet	\$_____
4	Concrete Masonry Fence, 1 Foot High	\$_____	5 Feet	\$_____
5	Mini-Mesh Fence, 10 Foot High	\$_____	10 Feet	\$_____
6	Metal Square Tube Fence, 3 Feet high	\$_____	107 Feet	\$_____
7	Metal Square Tube Fence, 5 Feet high	\$_____	32 Feet	\$_____
8	Pressure Treated Wood Fence, 8 Foot High	\$_____	10 Feet	\$_____
9	Red Cedar Wood Fence, 8 Foot High	\$_____	10 Feet	\$_____
10	Cement Fence Footer	\$_____	300 Feet	\$_____

Fence Posts:

11	Fence Post, 6 Foot High	\$_____	7 Posts	\$_____
12	Fence Post, 8 Foot High	\$_____	14 Posts	\$_____
13	Fence Post, 10 Foot High	\$_____	70 Posts	\$_____

Total Section I:

\$_____

Discount off Catalog for Items not Listed

_____ %

Bidders must bid all items. Any blank or "No Bid" entry will render bid non-responsive. All labor, fuel, delivery, freight, service call, and material costs are to be included in Unit Pricing.

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

ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR

PRICE FORM

Section II: Removal/Demolition of Fence

Item #	Item Description	Price per Linear Foot/Post	Est. Qty.	Extended
<u>Fencing Material:</u>				
1	Common Chain Link Fence, 6 Foot High	\$_____	10 Feet	\$_____
2	Common Chain Link Fence, 8 Foot High	\$_____	10 Feet	\$_____
3	Common Chain Link Fence, 10 Foot High	\$_____	421 Feet	\$_____
4	Concrete Masonry Fence, 1 Foot High	\$_____	5 Feet	\$_____
5	Mini-Mesh Fence, 10 Foot High	\$_____	10 Feet	\$_____
6	Metal Square Tube Fence, 3 Feet high	\$_____	10 Feet	\$_____
7	Metal Square Tube Fence, 5 Feet high	\$_____	32 Feet	\$_____
8	Pressure Treated Wood Fence, 8 Foot High	\$_____	10 Feet	\$_____
9	Red Cedar Wood Fence, 8 Foot High	\$_____	10 Feet	\$_____
10	Cement Fence Footer	\$_____	100 Feet	\$_____

Fence Posts:

11	Fence Post, 6 Foot High	\$_____	1 Post	\$_____
12	Fence Post, 8 Foot High	\$_____	1 Post	\$_____
13	Fence Post, 10 Foot High	\$_____	42 Posts	\$_____

Total Section II:

\$_____

Discount off Catalog for Items not Listed

_____ %

Bidders must bid all items. Any blank or "No Bid" entry will render bid non-responsive. All labor, fuel, delivery, freight, service call, and material costs are to be included in Unit Pricing.

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ANNUAL CONTRACT FOR FENCING AND FENCING REPAIR

PRICE FORM

Section III: Fence Repair

Bidders will provide the following information in the spaces provided below:

- a. Percentage (%) Mark-Up for Parts furnished by your firm, above your actual cost.
- b. Labor Rates for Trained Personnel
- c. Years of Experience
- d. Response Time

Parts Mark-Up: _____ %

1. Trained Repair Person, Hourly Rate, Monday – Friday 8:00 a.m. to 5:00 p.m.

\$_____ x 19 = \$_____

2. Trained Repair Person, Hourly Rate, Monday – Friday 5:00 p.m. to 8:00 p.m.

\$_____ x 01 = \$_____

3. Trained Repair Person, Hourly Rate, Weekends and Holidays:

\$_____ x 01 = \$_____

Total Section III: \$_____

Note: Use the Price per Hour times the number of hours for Total Price. Hours are estimates only. Tarrant County does not intend to guarantee the number of hours. Repair services ordered on an as-needed basis.

List years of Experience your firm has with fence repair: _____ Years

List Maximum Response Time for Emergency Call: _____

All travel costs are to be included in hourly labor rate. Bidder shall not charge Tarrant County a separate “Trip Charge”, “Truck Charge”, or “Service Call” on any project performed under this Annual Contract. Bidder’s time shall not start until the vendor has arrived onsite to start the project.

No minimum charges per trip.

Any blank or “No Bid” entry will render bid non-responsive.

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