

Solicitation Bid 04-09-1970

Polycarbonate Plastic Bird Control Spikes



Denton County

Bid Bid 04-09-1970

Polycarbonate Plastic Bird Control Spikes

Bid Number Bid 04-09-1970
Bid Title Polycarbonate Plastic Bird Control Spikes

Bid Start Date May 12, 2009 1:07:36 PM CDT
Bid End Date Jun 3, 2009 2:00:00 PM CDT
Question & Answer End Date May 27, 2009 4:00:00 PM CDT

Bid Contact Vanessa Freeman
Senior Buyer
940-349-3145
Vanessa.Freeman@dentoncounty.com

Contract Duration 30 days
Contract Renewal Not Applicable
Prices Good for 90 days
Pre-Bid Conference May 21, 2009 2:00:00 PM CDT
Attendance is optional
Location: Joseph Carroll Building
Purchasing Department
401 W. Hickory St., Suite 324
Denton, TX 76201

Bid Comments Unless otherwise noted, there is no charge the vendor to participate in this solicitation.

Denton County reserves the right to reject any or all bids, in whole or in part, to waive an informality in any bid, and to accept the bid which, in its discretion, is in the best interest of Denton County.

A pre-bid conference will be held Thursday, May 21, 2009, in the Denton County Purchasing Department located at 401 W. Hickory, Suite 324, Denton, TX, from 2:00 p.m. to 3:00 p.m. It is strongly recommended that all Vendors intent on bidding this project attend the Pre-Bid Conference.

Added on May 28, 2009:

Addendum "A" – The intent of this addendum is to make the following changes, and/or clarifications to the specifications. Offerer shall acknowledge receipt of this addendum on the Vendor Acknowledgement form (attached). This addendum has been forwarded to all known to have received the original specifications.

Section III, SPECIFICATIONS/MINIMUM REQUIREMENTS:

A. SCOPE OF WORK: Purchase and complete install of Polycarbonate Plastic Bird Spikes, on exterior ledges from 3rd through 6th floors at the Joseph A. Carroll Building. Four (4) rows of spikes will be required to cover ledge area accurately.

D. PRODUCT DETAILS:

3. Height: 4 "inches min.

6. Installation: Adhesive Gel or Glue (no silicone based adhesive) – As per manufacturer's specifications

K ADDITIONAL INFORMATION: Contact information for the Power/Window Washing contractor will be provided to coordinate power washing prior to installation of the spikes.

Added on Jun 1, 2009:

Addendum B: It is the intent of this addendum to extend the bid opening date to Wednesday, June 3, 2009, at 2:00 p.m., due to an electrical failure in building.

Changes made on May 28, 2009 9:13:16 AM CDT

Changes made on Jun 1, 2009 8:45:17 AM CDT

Previous End Date Jun 1, 2009 2:00:00 PM CDT

New End Date Jun 3, 2009 2:00:00 PM CDT

Item Response Form

Item Bid 04-09-1970-1-01 - Polycarbonate Plastic Bird Control Spikes

Quantity 1 lump sum

Unit Price

Delivery Location

Denton County
Joseph A Carroll Building
401 W. Hickory St
Denton TX 76201-9026
Qty 1

Description

Purchase and complete installation of Clear, Polycarbonate Plastic Bird Control Spikes as per specifications.

INVITATION TO BID COUNTY OF DENTON, TEXAS

**Purchasing Department
County of Denton
401 W. Hickory, Suite 324
Denton, Texas 76201-9026**

For additional information contact:

Beth Fleming, C.P.M., CPPO, Director of Purchasing
Scott Arledge, CPPB, CPPO, Assistant Director of Purchasing

Phone: 940 349-3130
Fax: 940 349-3131
E-mail: purchasing@dentoncounty.com

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made to Denton County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid and Requests for Quotes.

INSTRUCTIONS FOR SUBMITTING BIDS

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR BID. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. Review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
2. Questions requiring only clarification of instructions or specifications will be handled verbally. If any question results in a change or addition to this Bid, the change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of an addendum. Written and verbal inquiries pertaining to bids must give Bid Number and Commodity.
3. **BIDDER SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR ACKNOWLEDGEMENT FORM, AND RETURN ENTIRE BID PACKET.** In the event of inclement weather and County Offices are officially closed on a bid opening day, bids will be received until 2:00 p.m. of the next business day, at which time said bids will be publicly opened.
4. **BIDS SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.**
5. Successful vendor will be notified by mail. All responding vendors will receive written notification regarding the outcome of the award.
6. Each bid shall be placed in a separate envelope completely and properly identified with the name, number of the bid and company name. Bids must be in the Purchasing Department **BEFORE** the hour and date specified.
7. **QUOTE F.O.B. DESTINATION.** If otherwise, show exact cost to deliver. Bid unit price on quantity specified - extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increase will not be considered.
8. Bids **MUST** give full firm name, address of the bidder and tax identification number. Failure to manually sign bid may disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.
9. Bids **CANNOT** be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
10. The County is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN BID.**
11. Any catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-**NOT** restrictive-it is to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If bid is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brands(s) specified is offered, illustrations and complete descriptions should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
12. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the bidder on request, at his expense. Arrangements must be made within 10 days after award. Each sample should be marked with bidder's name, address, and County bid number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO BID, BUT CLEARLY MARK WITH BID NUMBER AND TITLE.**
13. **DELIVERY:** Bid must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list.
14. All items proposed shall be new, in first class condition, including containers suitable for shipment and storage (Denton County prefers recycled packaging whenever possible), unless otherwise indicated in bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.
15. **NO** substitutions or cancellations permitted without written approval of Director of Purchasing.
16. The County reserves the right to accept or reject all or any part of any bid, waiver minor technicalities and award to the lowest and best responsible bidder. The County of Denton reserves the right to award by item or by total bid. Prices should be itemized. No bid shall be withdrawn for sixty (60) days after bid opening without the consent of County.
17. Consistent and continued tie bidding could cause rejection of bids by the County and/or investigation for Anti-Trust violations.
18. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.
19. This is a Quotation inquiry only and implies no obligation on the part of Denton County.
20. Bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.
21. **DISCRIMINATION:** In order to comply with the provisions of fair employment practices, the contractor agrees as follows: 1.) the contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the contractor will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.
22. All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this BID in excess of the amounts quoted.

POST AWARD

1. **AWARD:** A written purchase order or notice of award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in this package results in a binding contract without further action by either party.
2. If delivery delay is foreseen, contractor shall give written notice to Director of Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge full increase in cost and

handling to defaulting contractor.

3. All items proposed shall be new, in first class condition, including containers suitable for shipment and storage (Denton County prefers recycled packaging whenever possible), unless otherwise indicated in bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.
4. **NO** substitutions or cancellations permitted without written approval of Director of Purchasing.
5. Delivery of merchandise shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m., unless otherwise stated in bid or prior approval for late delivery has been obtained from Director of Purchasing.
6. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Denton County.
7. **VARIATION IN QUANTITY:** The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
8. **INVOICING:** Bidder shall submit an itemized invoice showing bid number and purchase order number to:

**DENTON COUNTY AUDITOR
ACCOUNTS PAYABLE
P.O. BOX 2055
DENTON, TEXAS 76202**

9. **PAYMENT TERMS:** Net 30
10. **ASSIGNMENT:** Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party without the written consent of the other party in the contract.
11. **OTHER REMEDIES:** In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

VENDOR REFERENCES

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. ***THIS FORM SHALL BE RETURNED WITH YOUR BID.***

REFERENCE ONEGovernment/Company Name: Address: Contact Person and Title Phone: Fax: Contract Period: Scope of Work **REFERENCE TWO**Government/Company Name: Address: Contact Person and Title Phone: Fax: Contract Period: Scope of Work **REFERENCE THREE**Government/Company Name: Address: Contact Person and Title Phone: Fax: Contract Period: Scope of Work

VENDOR ACKNOWLEDGEMENT

The undersigned hereby certifies that he/she understands the specifications and any addendums, has read the document in its entirety and 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 or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "Bidder" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract; this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder; and that the contents of this bid as to prices, terms or conditions of said bid 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.

Company Name	
Address of Principal Place of Business	
Street	
City, State, Zip	
Phone of Principal Place of Business	
Fax of Principal Place of Business	
E-mail Address of Representative	
Federal ID	
Date	
Acknowledgement of Addenda	#A ☐ #B ☐ #C ☐ #D ☐ #E ☐
Authorized Representative Name	
Authorized Representative Title	
Signature (Required for paper bid submission.)	

**INVITATION TO BID
DENTON COUNTY, TEXAS
POLYCARBONATE PLASTIC BIRD CONTROL SPIKES – JACB
BID #04-09-1970**

I. GENERAL CONDITIONS

- A. **PURPOSE:** It is the intent of these specifications to describe the minimum requirements in sufficient detail to secure comparable bids for the purchase and installation of Polycarbonate Plastic Bird Spikes on the 3rd through 6th floors of the Joseph A. Carroll Building, inner Northeast quadrant, adjacent to elevator shaft.
- B. **ADDENDA:** Any addenda issued during the time allowed for the preparation of bids shall be covered in the proposal and, in executing the contract; they shall become a part thereof. Failure of a Bidder to receive any addendum shall not release the Bidder from any obligations under his bid, provided said addendum was posted and distributed by RFP Depot. Bidders are responsible for insuring all addendums are reviewed prior to bid submittal. All addenda can be reviewed at www.BidSync.com.
- C. **SPECIFICATIONS:** Each bidder shall be held to have examined the specifications and/or areas and premises under consideration and confirm he fully understands these specifications and the County's needs and satisfies himself that he is cognizant of all factors relating to requirements contained in these specifications.
- D. **ERRORS AND AMBIGUITIES:** It is the Bidder's responsibility to promptly notify the County Director of Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in the bid specifications or between the contract documents and such other related documents.
- E. **BID ANALYSIS:** The bid analysis will include compliance to bid specifications, maintenance plans, past performance with vendor, warranty, references, delivery time and the overall cost to Denton County. Denton County reserves the right to consider deviations from these specifications.
- F. **FUNDS AVAILABILITY:** Award of contract and any subsequent renewals will be contingent on availability of Denton County funds.
- G. **REFERENCES:** References shall be included on the attached Vendor References form. Three current customers with a comparable purchase shall be listed with complete name, address, telephone number, contact person, contract period and scope of work.
- H. **CONFLICT OF INTEREST:** No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171

- I. **CONTRACT:** Bids must be submitted on this form and the bidder shall return the entire bid/specification package which will constitute a contract equally binding between the bidder and Denton County if accepted by the Commissioners Court of Denton County, Texas. Each bid shall be placed in a sealed envelope, properly identified with bid number, bid name, company name and manually signed in ink by a person having the authority to bind his firm in a contract.
- J. **DEFECTIVE ITEMS:** Items supplied under this contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the County. If item is not picked up within one (1) week after notifications, the item will become a donation to the County for disposition.
- K. **ACCEPTANCE:** No money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.
- L. **NON-PERFORMANCE:** Continuing non-performance of the bidder in terms of specifications shall be 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.
- M. **TERMINATION FOR DEFAULT:** Denton County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Denton County reserves the right to terminate the contract immediately in the event the successful bidder:
 - 1. fails to meet schedules;
 - 2. defaults in the payment of any fees; or
 - 3. Otherwise fails to perform in accordance with these specifications.
- N. **DELIVERY:** If delivery delay is foreseen, contractor shall give written notice to Director of Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.
- O. **AVAILABILITY:** It is expressly understood and agreed that in case Denton County should need any item(s) not available within the time frame needed from the successful vendor during the term of this contract, Denton County reserves the right to purchase these items from other than the successful vendor and shall not be in violation of any terms or conditions of said Contract. Further, Denton County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

- P. **FUNDING:** Funds for payment have been provided through the Denton County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure 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 Denton County fiscal year shall be subject to budget approval.
- Q. **SILENCE OF SPECIFICATION:** The apparent silence of the specifications 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 these specifications shall be made on the basis of this statement.
- R. **ACCEPT OR REJECT:** Bidders may bid on all or any part of this bid. The County reserves the right to accept or reject all or any part of any bid and award by part or total bid.
- S. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Denton County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

A copy of the new law is available at:

<http://tlo2.tlc.state.tx.us/statutes/docs/LG/content/htm/lg.005.00.000176.00.htm#176.006.00> . The forms for reporting are available at:
http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the Denton County Clerk's Office located at 1450 E. McKinney, Suite 1103, Denton, TX 76209-4524.

- T. **SUBMITTALS:** Bidder shall submit bid forms, references, vendor acknowledgement and any other required documents.
- U. **INDEMNITY:** Successful bidder shall defend, indemnify and save harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any

agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bidder award. Successful bidder shall pay any judgment with costs that may be obtained against County of Good Public Servants growing out of such injury or damages.

V. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CONTRACTING:

1. The goal of Denton County is to ensure all HUBs, as described in the Texas Government Code, Title 10 Subtitle D, Chapter 2161, have maximum opportunities to participate in the County's procurement in awarding of contracts and subcontracts.
2. Denton County will make a good faith effort to increase contract awards for the purchase of goods or services from the HUBs. HUB vendors are encouraged to participate in the county's purchasing and bidding process. While the County is oriented to adhere to good faith efforts, nothing in this effort shall be construed to establish set-asides or mandatory quotas.
3. The County and all prime contractors (if subcontracts are to be let) will take the affirmative steps listed below:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business.
 - d. Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Texas Procurement and Support Services (TPASS) Centralized Master Bidders List HUB Directory.

II. SPECIAL CONDITIONS:

- A. QUESTIONS: All questions shall be posted to Denton County's on-line bidding service, www.BidSync.com, by the stated deadline. Bidders are responsible for insuring all answers to questions are reviewed prior to bid submittal.
- B. INSTALLATION: Install will be Denton County, Joseph A. Carroll Building, Denton, Texas, on exterior window ledges, floors 3rd through 6th. All installation charges, (i.e., packing, delivery, materials, equipment and complete installation), are to be included in the bid price.
- C. TERM: One-time purchase.
- D. PRE-BID: A Pre-Bid Conference will be held on Thursday, May 21, 2009 at the Joseph A. Carroll Building, Purchasing Department, Third Floor, Suite 324, located at 401 W. Hickory, Denton, TX, 76210, at 2:00pm. **It is strongly recommended that all Vendors intent on bidding this project attend the Pre-Bid Conference.**
- E. "OR EQUAL": Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective bidders are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the bid for further consideration. If bidding on other than model or type or design referenced, bidder must be prepared to make proposed equipment available in a convenient location for inspection, and/or demonstrate the merits of the item by means acceptable to Denton County within ten (10) days after a written request is submitted by Denton County to the bidder, so the equipment can be adequately evaluated. Failure to comply with this requirement shall be considered just cause for rejection of a bid from further consideration. Final determination of equivalency will be determined by Denton County.
- F. EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Denton County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of the County.
- G. DESCRIPTIVE LITERATURE: Bidders should submit with their bid the latest printed literature and detailed specifications on equipment the bidder proposes to furnish.

- H. OSHA: The successful bidder must comply with U.S. Department of Labor Occupational Safety and Health Hazard Communication 1910.1200 in using chemicals, provide necessary material data sheet(s) for chemical(s) used, and meet all requirements of the labor laws.
- I. MATERIAL SAFETY DATA SHEETS: Each bidder is requested to submit with this bid copies of descriptive literature and Safety Data Sheets sufficient in detail to enable an intelligent comparison of the specification of the janitorial chemicals bid with that of the janitorial chemicals stated in this bid. Failure to provide literature with this bid may be cause for rejection of bid. If there are any changes in OSHA MSD or EPA requirements, it is the responsibility of the successful bidder to notify Denton County of these changes immediately. In the event of these changes, successful bidder is required to provide Denton County with an acceptable EPA approved substitute at no additional charge.
- J. PRODUCT CONTENT: All chemicals, ingredients, products or by products used in the manufacturing of supplies in this bid shall have EPA approval and the final products must have a "Product Registration Number" and a "Producer Establishment Number" where applicable.
- K. ASSEMBLY: The unit shall be completely assembled, adjusted, and all equipment including standard and supplemental equipment be installed and unit made ready for continuous operation.
- L. INSURANCE: Before commencing work, the successful offerer shall be required, at his own expense, to furnish the Denton County Director of Purchasing within ten (10) days of notification of award with evidence showing the following insurance coverage to be in force throughout the term of the contract:
1. Worker's Compensation in accordance with State Territorial Worker's Compensation Laws; and Employer's Liability Insurance:
 2. Public Liability and property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions (as specified in this RFP) fully insuring contractor's and/or subcontractor's liability for injury to, or death of, County employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum combined coverage for each occurrence of \$500,000.00 Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$100,000.00 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

Each insurance policy to be furnished by successful offerer shall include, by endorsement to the policy, a statement that a policy, a statement that a notice shall be given to Denton County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

III. SPECIFICATIONS/MINIMUM REQUIREMENTS:

- A. SCOPE OF WORK: Purchase and complete install of Polycarbonate Plastic Bird Spikes, on exterior ledges from 3rd through 6th floor at the Joseph A. Carroll Building. Double sets of spikes will be required to cover ledge areas accurately.
- B. IDENTIFICATION: Contractor vehicles and personnel must be properly identified on County premises.
- C. WORK HOURS: All work is to be completed on Saturday or Sunday. Awarded vendor shall contact Danny Brumley, Facilities Director or Derek Dean, Assistant Facilities Director to coordinate work hours and schedules.
- D. PRODUCT DETAILS - POLYCARBONATE PLASTIC BIRD SPIKES:
 - 1. Width: 7"
 - 2. Length: 2 ft.
 - 3. Height: 4 ft. min.
 - 4. Color: Clear or Transparent
 - 5. Material: UV protected Polycarbonate/Sun & Weatherproof or equivalent
 - 6. Installation: Adhesive Gel or Glue – As per manufacturer's specifications
 - 7. Ledge requirements: 80 square feet per ledge, 4 ledges
- E. FACILITIES DEPARTMENT RESPONSIBILITIES:
 - 1. Provide staff member on-site.
 - 2. Notify building occupants of work schedule
- F. CONTRACTOR RESPONSIBILITIES:
 - 1. Provide all equipment and supplies required for the complete install of clear polycarbonate plastic bird spikes.
 - 2. Mark off area(s) and post signs indicating area(s) closed to pedestrian traffic. Signs should indicate that men are working above. All equipment, apparatus or rope coils on the ground level shall also be marked off with cones and signs warning pedestrian traffic. Contractor shall provide all safety signs and cones.
 - 3. Provide protective clothing to include face masks, disposable coveralls and boots, gloves and respirators if required.
 - 4. Notify on-site staff member immediately of any damage to windows, building, or of any existing deterioration in windowsills or frames.
- G. CHANGE ORDERS: All changes, additions etc. require prior written approval from the Purchasing Department.

H. PROJECT CONDITIONS: The Joseph A. Carroll Building does not have tie-offs on the roof, vendor may provide at their expense and discretion a boom or knuckle boom lift for use. Utilizing of a man lift is done at the contractors own risk. Contact the City of Denton in the event you must apply for, obtain and pay for permits required to temporarily close the sidewalk or roadway areas. Care and precaution must be used not to damage the existing sidewalks, foundations or parking lot areas. If damage occurs, repairs must be made prior to payment request, all costs for repairs are the contractor's responsibility.

I. PROJECT PROCEDURES:

1. Provide coordination of work.
2. Supervisory personnel.
3. Preconstruction conference.
4. Meetings; distribute minutes.
5. Submit and post a list of emergency telephone numbers and addresses for individuals to be contacted in case of emergency.
6. Perform quality control during installation.
7. Clean and protect the work.

J. CONTRACT CLOSEOUT

1. The following are prerequisites to substantial completion. Provide the following:
 - a. Punch list.
 - b. Supporting documentation.
 - c. Warranties.
 - d. Certifications.
2. Provide the following prerequisites to final acceptance:
 - a. Final payment request with supporting affidavits.
 - b. Completed punch list.
3. Provide the following closeout procedures:
 - a. Submission of record documents.
 - b. Final cleaning and touch-up.

Question and Answers for Bid #Bid 04-09-1970 - Polycarbonate Plastic Bird Control Spikes

OVERALL BID QUESTIONS

There are no questions associated with this bid.

Question Deadline: May 27, 2009 4:00:00 PM CDT