Fort Bend County Specification Download Acknowledgment



Invitation for Bid Term Contract for Purchase of Traffic Signs, Posts and Supplies

# BID 15-013

#### VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

#### Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums. (Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

Vulcan Inc dba Vulcan Signs		
Legal Name of Contracting Company		
David B. Beviacqua		
Contact Person		
P O Box 1850 - Foley AL 36536-1850		
Complete Mailing Address		
800-633-6845	251-943-1544	
Telephone Number	Facsimile Number	
vulcan3@vulcaninc.com		
Email Address		
V/APA	8/4/14	
Signature	Date	

# Fort Bend County, Texas Invitation for Bid



### Term Contract for the Purchase of Traffic Signs, Posts and Supplies for Fort Bend County Bid 15-013

#### **SUBMIT BIDS TO:**

Fort Bend County Purchasing Department Travis Annex 301 Jackson, Suite 201 Richmond, TX 77469

#### \*\*NOTE:

All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

#### SUBMIT NO LATER THAN:

Thursday, August 7, 2014 1:30 PM (Central)

#### MARK ENVELOPE:

BID 15-013 Traffic Signs, Post & Supplies

ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE. BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ. BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone. Results will be provided to bidders in writing after Commissioners Court award. Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid. Requests for information must be in writing and directed to:

Debbie Kaminski, CPPB Assistant County Purchasing Agent Debbie Kaminski@fortbendcountytx.gov

Prepared: 07/05/14 Issued: 07/23/14

### **Vendor Information**

Vulcan Inc dba Vulcan Signs	
Legal Name of Contracting Company	
Federal ID Number (Company or Corporation) or So	ocial Security Number (Individual)
800-633-6845	251-943-1544
Telephone Number	Facsimile Number
P O Box 1850	
Complete Mailing Address (for Correspondence)	
Foley AL 36536-1850	
City, State and Zip Code	
Complete Description Address (16 1166 and 6 and 1	
Complete Remittance Address (if different from about	ve)
City, State and Zip Code	
City, State and Zip Code	
David B. Beviacqua - Sales Manager Authorized Representative and Title (printed)	
(F)	
Authorized Representative's Email Address	
W/ FF	
Signature of Authorized Representative	
(	

### 1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.



- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.



- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

- Purchase Order and Delivery: The successful bidder shall not deliver products or 1.30 provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

#### 2.0 TERMS AND CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

#### 2.7 Invoices and Payments:

- 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
- 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

#### 2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

#### 3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide traffic signs, posts and supplies to Fort Bend County which meet or exceed the specifications contained herein.

#### **4.0 PERIOD OF CONTRACT:**

This contract is for the period 1 October 2014 through 30 September 2015, renewable annually for four (4) years (through 30 September 2019) if mutually agreeable under the same terms and conditions. This contract may be terminated by either party for any reason with thirty (30) days written notice of intent to terminate.

#### 5.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is NOT acceptable and may result in the disqualification of bid. If an error is made, vendor MUST draw a line through error and initial each change.

#### 6.0 GENERAL:

- 6.1 Quantities listed are estimates only. Fort Bend County does not guarantee the quantities stated will be purchased.
- 6.2 No minimum orders, by quantity or dollar amount.
- 6.3 Bidders may be required to submit samples for inspection and evaluation after bid opening to determine acceptability.

#### 7.0 **DELIVERY**:

- 7.1 Vendor must complete delivery within thirty (30) working days after receipt of purchase order.
- 7.2 The successful bidder shall not deliver products without a Purchase Order issued by the Fort Bend County Purchasing Agent.
- 7.3 The successful bidder shall not deliver products or services in excess of those authorized and under no circumstances will Fort Bend County be liable for payment of products or services, which exceed the amounts authorized by the purchase order.
- 7.4 All deliveries must be made and completed between 8:00 AM and 3:00 PM, Monday through Friday to the address indicated on purchase order.

#### **8.0 VENDOR SELECTION:**

This contract will be awarded to the lowest and best bid **per section**. Bidder must bid on every item in the section in order to be considered.

### 9.0 FORT BEND COUNTY REPRESENTATIVE:

Point of contact for this contract is Debbie Kaminski, CPPB, Assistant County Purchasing Agent, <u>Debbie.Kaminski@fortbendcountytx.gov</u>.

### 10.0 REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

- 10.1 Vendor Form
- 10.2 W9 Form
- 10.3 Tax Form/Debt/Residence Certification

### 11.0 SPECIFICATIONS AND PRICING:

# **SECTION 1:** Complete signs.

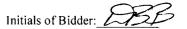
Finished traffic signs must be .080 aluminum with faces, diamond grade, VIP, reflective sheeting. Add 3M protective overlay film (series 1160) to each sign

<u>Oty</u>	<u>Description</u>	<b>Unit Price</b>	<u>Total</u>
<u>Finish</u>	ed Regulatory Signs:		
400	All way, 18 x 6, red white Diamond Grade DG3 (MUTCD R1-4)	\$ 6.02	\$_2408.00
<u>Finish</u>	ed Warning Signs:		
100	Watch for ice on bridge, 36 x 36, hinged with closure hook, fluorescent yellow, diamond grade material	\$ 83.84	\$ 8384.00
<u>Finish</u>	ed Object Markers Signs:		
50	Type III, 12 x 36, fluorescent yellow, Diamond Grade DG3, (MUTCD OM-3R)	\$22.17	\$_1108.50
50	Type III, 12 x 36, fluorescent yellow, Diamond Grade DG3, (MUTCD OM-3L)	\$22.17	\$1108.50_
	Total Section 1:	\$13,009.0	00

#### **SECTION 2: Blanks**

Blanks must be .080 aluminum.

<u>Oty</u>	Description	<b>Unit Price</b>	<b>Total</b>
1000	Blanks, rounded corners, diamond punch 18 x 18	\$4.77	\$ 4770.00
1000	Blanks, rounded corners, diamond punch 24 x 24	\$8.21	\$ 8210.00
1000	Blanks, rounded corners, diamond punch 30 x 30	\$ 12.80	\$ 12,800.00
500	Blanks, rounded corners, diamond punch 36 x 36	\$18.45	\$ 9225.00
1000	Blanks, octagon 30 x 30	\$11.80	\$ 11,800.00



<u>Qty</u>	<b>Description</b>	<b>Unit Price</b>	Total
300	Blanks, octagon 36 x 36	\$16.96	\$5088.00
300	Blanks, pentagon 30 x 30	\$11.61	\$ 3483.00
65	Blanks, pentagon 36 x 36	\$16.46	\$ 1069.90
400	Blanks, rounded corners, rectangle 12 x 18	\$3.05	\$1220.00
400	Blanks, rounded corners, rectangle 18 x 24	\$6.00	\$2400.00
1000	Blanks, rounded corners, rectangle 24 x 30	\$10.22	\$_10,220.00
300	Blanks, rounded corners, rectangle 24 x 36	\$12.37	\$3711.00
100	Blanks, rounded corners, rectangle 30 x 36	\$15.37	\$1537.00
500	Blanks, rounded corners, rectangle 24 x 48	\$16.54	\$ 8270.00
100	Blanks, rounded corners, rectangle 30 x 48	\$20.59	\$ 2059.00
1000	Blanks, rounded corners, square 18 x 18	\$4.73_	\$ 4730.00
1000	Blanks, rounded corners, square 24 x 24	\$8.21_	\$_8210.00
600	Blanks, rounded corners, street sign, flat, 9 x 30	\$4.03	\$2418.00
600	Blanks, rounded corners, street sign, flat, 9 x 36	\$4.79_	\$2874.00
600	Blanks, rounded corners, street sign, flat, 9 x 42	\$5.53_	\$3318.00
600	Blanks, rounded corners, street sign, flat, 9 x 48	\$ 6.35	\$ 3810.00
300	Blanks, round, 36" diameter	\$16.41	\$ 4923.00
300	Blanks, rounded corners, rectangle, 10 x 30	\$4.45	\$1335.00
300	Blanks, rounded corners, rectangle, 12 x 30	\$5.30	\$1590.00

**Total Section 2:** \$\_\_119,070.90

**SECTION 3: Posts and accessories: Telespar Sign Support System.** 

<u>Qty</u>	<b>Description</b>	<b>Unit Price</b>	<u>Total</u>
1500	Square sign post, 10 ft., 12 gauge, yellow, pre-punched, 1-3/4" x 1-3/4", galvanized steel	\$ 42.00	\$_63,000.00
1500	Square sign post, 10 ft., 12 gauge, galvanized steel pre-punched, 1-3/4" x 1-3/4"	\$23.42	\$_35,130.00
1500	Square sign post, 12 ft., 12 gauge, yellow, pre-punched, 1-3/4" x 1-3/4", galvanized steel	\$ 50.40	\$_75,600.00
1500	Square sign post, 12 ft., 12 gauge, galvanized steel pre-punched, 1-3/4" x 1-3/4"	\$28.11	\$ 42,165.00
1500	U channel galvanized, steel post 7 ft. 1.12 lbs.	\$7.36	\$_11,040.00
1500	Square post caps, 5-1/2" blade, flat with set screws (caps must go over/around the top)	\$3.53	\$ 5,295.00
1500	Square post caps, 5-1/2" blade, extruded with set screws (caps must go over/around the top)	\$3.53	\$_5,295.00
500	Round post caps for flat with set screws, 2 3/8" post OD for 5 $\frac{1}{2}$ " blade	\$3.15	\$_1,575.00
500	Round post caps for extruded with set screws, 2 3/8" post OD for 5 $\frac{1}{2}$ " blade	\$ 3.15	\$ <u>1,575.00</u>
4500	Small corner bolts	\$42	\$_1,890.00
4500	Flanged nuts	\$10	\$450.00
5000	Anchors: 2"x2"x36"	\$7.61	\$_38,050.00
20000	Drive Rivets, 3/8" aluminum	\$	\$_11,000.00
1000	Cross brackets for street signs, 5-1/2" blade holder with set screws for flat	\$ 3.36	\$_3,360.00
1000	Cross brackets for street signs, 5-1/2" blade holder with set screws for extruded	\$ 3.36	\$_3,360.00
1000	Cross brackets for street signs, 12" blade holder with set screws for flat	\$ 8.50	\$ 8,500.00

<u>Qty</u>	<u>Description</u>	<b>Unit Price</b>	<b>Total</b>
1000	Cross brackets for street signs, 12" blade holder with set screws for extruded	\$ 8.50	\$_8500.00
1000	2 7/8" OD, rounded, for flat blades, 5-1/2" blade holder with set screws	\$4.98	\$_4980.00
1000	2 3/8" OD, round 12" post caps for flat blade with set screws	\$8.50	\$_8500.00
1000	2 3/8" OD, round 12" post caps for extruded blade with set screws	\$8.50	\$ 8500.00
1000	12" Blade for flat street signs, square post cap, 1-3/4"	\$8.50	\$_8500.00
1000	12" Blade for extruded street signs, square post cap, 1-3/4"	\$8.50	\$_8500.00
1000	2-3/8" post clamp with fasteners included with each clamp, Aluminum	\$1.25	\$1250.00
	Total Section 3:	\$ 356,015.0	00
SECT	ION 4: Construction Supplies NO BID SECTION 4		
<u>Oty</u>	Description	<b>Unit Price</b>	<u>Total</u>
200	Barricade, portable type I standard 36" plastic with reflective DG3 diamond grade sheeting	\$	\$
100	Barricade, Type III collapsible, diamond grade reflective sheeting, no-maintenance plastic boards, 8 foot, double sided sheeting right and left with Telespar tubing for upright supports and legs	\$	\$
100	Barricade, Type III collapsible, diamond grade reflective sheeting, no-maintenance plastic boards, 10 foot, double sided sheeting right and left with Telespar tubing for upright supports and legs	\$	\$
100	Barricade, Type III collapsible, diamond grade reflective sheeting, no-maintenance plastic boards, 12 foot, double sided sheeting right and left with Telespar tubing for upright supports and legs	\$	\$

# NO BID THIS PAGE Unit Price

<u>Oty</u>	Description	Unit Price	<u>Total</u>
100	End of Road Barricade Boards, Type III with DG3 diagrade sheeting on no-maintenance plastic boards, 10', white, right side		_ \$
100	End of Road Barricade Boards, Type III with DG3 diagrade sheeting on no-maintenance plastic boards, 10', white, left side		. \$
100	Barricade, two (2) "A" frames with two (2) 10' diamograde sheeted I-beams, molded no-maintenance plasti orange and white, right on one side and left on other s	c boards,	\$
100	Safety cones, 28", orange, 12# weight, 4" upper reflective sheet collars, with white diamond grade VIP reflective sheet 14-3/4" x 14-3/4" base		_ \$
100	Safety cones, 28", orange, 12# weight, 6" upper reflective shee collars, with white diamond grade VIP reflective shee 14-3/4" x 14-3/4" base		\$
100	Safety cones, 36", orange, 12# weight, 4" upper reflection collar, with white diamond grade VIP reflective sheet 14-3/4" x 14-3/4" base		\$
100	Safety cones, 36", orange, 12# weight, 6" upper reflection collar, with white diamond grade VIP reflective sheet 14-3/4" x 14-3/4" base		\$
300	Vertical Panel with 20" x 28" black rubber rectangula reflective panel 8" x 36", orange and white diagonal s double sided, diamond grade reflective sheeting, 20#	heeting,	\$
200	Warning light, Colt RS-600, 6 volt type A	\$	\$
500	Warning light spring battery, general purpose 6 volt ty	/pe A \$	_ \$
2000	Delineator reflectors, 4" x 4", white aluminum with digrade sheeting	amond \$	\$
2000	Delineator reflectors, 4" x 4", fluorescent yellow alumdiamond grade sheeting	inum with	\$

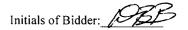
<u>Qty</u>	<b>Description</b>	<b>Unit Price</b>	<u>Total</u>
100	Standard roll up construction signs, 48 x 48 reflective, vinyl, plastic corner pockets with ribs with overlays, fluorescent orange. All construction signs in the Texas manual on uniform traffic Control with carrying bags	\$ NO BID	\$
	Total Section 4:	S	

### **SECTION 5: Carsonite Products or equal (See Section 1.18 Name Brands)**

<b>Qty</b>	<u>Description</u>	<b>Unit Price</b>	<u>Total</u>
1500	Road markers, white, Carsonite CRM-375, flexible 3.75" width x 62" length, with 3" x 12" fluorescent yellow reflective diamond grade VIP installed	\$11.50	\$ 17,250.00
	Total Section 5:	<b>\$</b> 17,250.	00

### **SECTION 6: 3M Products**

<u>Qty</u>	<u>Description</u>	<b>Unit Price</b>	<u>Total</u>
10	Rolls, 30" x 50 yd., white, engineer grade, pressure sensitive, #3200T	\$ 281.25	\$ 2812.50
10	Rolls, 36" x 50 yd., white, engineer grade, pressure sensitive, #3200T	\$ 337.50	\$ 3375.00
20	Rolls, 9", white, reflective, series DG3 cubed, pressure sensitive	\$ 352.13	\$ 7042.60
20	Rolls, 24", white, reflective, series DG3 cubed, pressure sensitive	\$ 939.00	\$ 18,780.00
20	Rolls, 30", white, reflective, series DG3 cubed, pressure sensitive	\$_1173.75	\$ 23,475.00
20	Rolls, 36", white, reflective series DG3 cubed, pressure sensitive	\$ 1408.50	\$ 28,170.00
5	Rolls, 9", yellow, reflective, engineer grade, pressure sensitive, #3200T	\$84.38	\$421.90



<u>Oty</u>	<u>Description</u>	<b>Unit Price</b>	<u>Total</u>
5	Rolls, 9", yellow, reflective, series DG3 cubed, pressure sensitive	\$ 352.13	\$ 1760.65
10	Rolls, 18", yellow, reflective, series DG3 cubed, pressure sensitive	\$ 704.25	\$ 7042.50
10	Rolls, 24", yellow, reflective, series DG3 cubed, pressure sensitive	\$ 939.00	\$ 9390.00
10	Rolls, 30", yellow, reflective, series DG3 cubed, pressure sensitive	\$ 1173.75	\$ 11,737.50
5	Rolls, 36", yellow, reflective, series DG3 cubed, pressure sensitive	\$1408.50_	\$ 7042.50
5	Rolls, 9", fluorescent yellow, reflective, series DG3 cubed, pressure sensitive	\$370.30	\$1851.50
5	Rolls, 18", fluorescent yellow, reflective, series DG3 cubed, pressure sensitive	\$704.25	\$3521.25
5	Rolls, 24", fluorescent yellow, reflective, series DG3 cubed, pressure sensitive	\$939.00	\$_4695.00
5	Rolls, 30", fluorescent yellow, reflective, series DG3 cubed, pressure sensitive	\$ <u>1173.75</u>	\$ 5868.75
5	Rolls, 36", fluorescent yellow, reflective, series DG3 cubed, pressure sensitive	\$1408.50	\$ 7042.50
5	Rolls, 24", fluorescent yellow green, reflective, series DG3 cubed, pressure sensitive	\$ 939.00	\$_4695.00
5	Rolls, 30", fluorescent yellow green, reflective, series DG3 cubed, pressure sensitive	\$ <u>1173.75</u>	\$ 5868.75
6	Rolls, 18", fluorescent orange, reflective, series DG3 cubed, pressure sensitive	\$686.25	\$_4117.50
6	Rolls, 30", fluorescent orange, reflective, series DG3 cubed, pressure sensitive	\$ <u>1143.75</u>	\$ 6862.50
6	Rolls, 36", fluorescent orange, reflective, series DG3 cubed, pressure sensitive	\$ 1372.50	\$ 8235.00
5	Rolls, 18", black, non-reflective, vinyl, clear synthetic liner	\$141.75	\$708.75

<u>Oty</u>	<b>Description</b>	<u>Unit</u>	Price	Tot	tal
5	Rolls, 24", black, non-reflective, vinyl, clear synthetic liner	\$1	89.00	\$	945.00
5	Rolls, 30", black, non-reflective, vinyl, clear synthetic liner	\$2	36.25	\$	1181.25
5	Rolls, 36", black, non-reflective, vinyl, clear synthetic liner	\$ <u>        2</u>	83.50	\$	1417.50
10	Rolls, 30", white, non-reflective, vinyl, clear synthetic liner	\$2	236.25	\$	2362.50
60	Rolls, 9", transfer tape, clear	\$	72.00	\$	4320.00
60	Rolls, 12", transfer tape, clear	\$	96.00	\$	5760.00
6	24", E C film, brown, clear synthetic liner	\$	291.00	\$	1746.00
6	30", E C film, brown, clear synthetic liner	\$	363.75	\$	2182.50
20	24", E C film, green, clear synthetic liner	\$	291.00	\$	5820.00
6	30", E C film, green, clear synthetic liner	\$	363.75	\$	2182.50
6	24", E C film, blue, clear synthetic liner	\$	291.00	\$	1746.00
6	30", E C film, blue, clear synthetic liner	\$	363.75	\$	2182.50
6	24", E C film, red, clear synthetic liner	\$	291.00	\$	1746.00
6	30", E C film, red, clear synthetic liner	\$	363.75	\$	2182.50
6	36" EC film, red, clear synthetic liner	\$	436.50	\$	2619.00
6	2" roll, red/white, conspicuity marking, series DG3 cubed, pressure sensitive, red/white block, 6" x 6", 983-32	\$	87.50	\$	525.00

### Faces (Faces only NOT complete signs, Does Not include blank)

Faces must be pressure sensitive, series DG3 cubed, reflective sheeting and packaged with slip sheeting. Must be packaged with plastic washers. Add 3M protective overlay film (series 1160) to each sign face for: stop sign, stop ahead, signal ahead and yield:

Stop ahead (symbol), 30" fluorescent yellow, series DG3 cubed, material symbol MUTCD W3-1A \$ 28.42 \$ 8526.00

<u>Oty</u>	<u>Description</u>	<b>Unit Price</b>	<b>Total</b>
1000	Stop sign, 30 x 30 series DG3 cubed or equal, pre-cut corners	\$ 21.25	\$_21,250.00
300	Stop sign, 36 x 36 series DG3 cubed or equal, pre-cut corners	\$30.60	\$9180.00
300	Yield, 30 x 30	\$ 10.80	\$3240.00
300	Signals ahead, 30 x 30 fluorescent yellow, series DG3 cubed, symbol MUTCD W3-3	\$ 28.42	\$_8526.00
1000	White body raised pavement markings, one-way white lens 100 per carton	\$	\$980.00
1000	White body raised pavement markings, two-way white lens 100 per carton	\$	\$980.00
1000	White body raised pavement markings, two-way white/red lens 100 per carton	\$98	\$ 980.00
5000	Yellow body raised pavement markings, one-way yellow lens 100 per carton	\$98	\$_4900.00
5000	Yellow body raised pavement markings, two-way yellow lens 100 per carton	\$	\$4900.00
1500	One way pressure sensitive adhesive raised pavement markers white lens 100 per carton	\$2.10	\$ 3150.00
1500	One way pressure sensitive adhesive raised pavement markers yellow lens 100 per carton	\$ 2.10	\$ 3150.00
1500	One way pressure sensitive adhesive raised pavement markers red lens 100 per carton	\$2.10	\$ 3150.00
1500	Two way pressure sensitive adhesive raised pavement markers white lens 100 per carton	\$2.10	\$3150.00
1500	Two way pressure sensitive adhesive raised pavement markers yellow lens 100 per carton	\$2.10_	\$3150.00
10	3M protective overlay film (series 1160), 30" x 50 yards	\$551.25	\$ 5512.50
10	3M protective overlay film (series 1160), 36" x 50 yards	\$ 661.50	\$ 6615.00

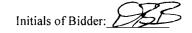
<u>Oty</u>	<u>Description</u>		<b>Unit Price</b>	<u>Total</u>
10	3M citrus base cleaner (aerosol)		\$ 13.50	\$ 135.00
		Total Section 6:	\$ 304,909	. 40

### **SECTION 7: Avery Dennison Products**

3M product identifier is for reference only. Avery Dennison (AD) product number to be provided for each item.

NO BID SECTION 7

<u>Oty</u>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
10	Rolls, 30" x 50 yd., white, engineer grade, pressure sensitive, #3200T	\$	\$
	AD#:		
10	Rolls, 36" x 50 yd., white, engineer grade, pressure sensitive, #3200T	\$	\$
	AD #:		
20	Rolls, 9", white, reflective, series DG3 cubed, pressure sensitive	\$	\$
	AD #:		
20	Rolls, 24", white, reflective, series DG3 cubed, pressure sensitive	\$	\$
	AD #:		
20	Rolls, 30", white, reflective, series DG3 cubed, pressure sensitive	\$	\$
	AD #:		
20	Rolls, 36", white, reflective series DG3 cubed, pressure sensitive	\$	\$
	AD#:		



# SECTION 7 (cont'd):

<u>Qty</u>	<u>Description</u>	<b>Unit Price</b>	<u>Total</u>
5	Rolls, 9", yellow, reflective, engineer grade, pressure sensitive, #3200T	\$	. \$
	AD #:		
5	Rolls, 9", yellow, reflective, series DG3 cubed, pressure sensitive	\$	\$
	AD #:		
10	Rolls, 18", yellow, reflective, series DG3 cubed, pressure Sensitive	\$	\$
	AD#:		
10	Rolls, 24", yellow, reflective, series DG3 cubed, pressure sensitive	\$	\$
	AD#:		
10	Rolls, 30", yellow, reflective, series DG3 cubed, pressure sensitive	\$	\$
	AD #:		
5	Rolls, 36", yellow, reflective, series DG3 cubed, pressure sensitive	\$	\$
	AD #:		
5	Rolls, 9", fluorescent yellow, reflective, series DG3 cubed, pressure sensitive	\$	\$
	AD #:		
5	Rolls, 18", fluorescent yellow, reflective, series DG3 cubed, pressure sensitive	\$	\$
	AD#:		

# SECTION 7 (cont'd):

<b>Qty</b>	<u>Description</u>	<b>Unit Price</b>	<u>Total</u>
5	Rolls, 24", fluorescent yellow, reflective, series DG3 cubed, pressure sensitive	\$	\$
	AD#:		
5	Rolls, 30", fluorescent yellow, reflective, series DG3 cubed, pressure sensitive	\$	_ \$
	AD#:		
5	Rolls, 36", fluorescent yellow, reflective, series DG3 cubed pressure sensitive	\$	_ \$
	AD#:		
5	Rolls, 24", fluorescent yellow green, reflective, series DG3 cubed, pressure sensitive	\$	\$
	AD #:		
5	Rolls, 30", fluorescent yellow green, reflective, series DG3 cubed, pressure sensitive	\$	_ \$
	AD #:		
6	Rolls, 18", fluorescent orange, reflective, series DG3 cubed, pressure sensitive	\$	\$
	AD #:		
6	Rolls, 30", fluorescent orange, reflective, series DG3 cubed, pressure sensitive	\$	\$
	AD #:		
5	Rolls, 36", fluorescent orange, reflective, series DG3 cubed, pressure sensitive	\$	\$
	A D. 41.		

# SECTION 7 (cont'd):

<u>Oty</u>	<u>Description</u>	<b>Unit Price</b>	<u>Total</u>
5	Rolls, 18", black, non-reflective, vinyl, clear synthetic liner	\$	\$
	AD #:		
5	Rolls, 24", black, non-reflective, vinyl, clear synthetic liner	\$	\$
	AD #:		
5	Rolls, 30", black, non-reflective, vinyl, clear synthetic liner	\$	_ \$
	AD #:		
5	Rolls, 36", black, non-reflective, vinyl, clear synthetic liner	\$	. \$
	AD #:		
10	Rolls, 30", white, non-reflective, vinyl, clear synthetic liner	\$	\$
	AD #:		
60	Rolls, 9", transfer tape, clear	\$	\$
	AD#:		
50	Rolls, 12", transfer tape, clear	\$	\$
	AD#:		
5	24", E C film, brown, clear synthetic liner	\$	\$
	AD#:		
5	30", E C film, brown, clear synthetic liner	\$	\$
	AD#:		
20	24", E C film, green, clear synthetic liner	\$	\$
	AD#·		

# SECTION 7 (cont'd):

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
6	30", E C film, green, clear synthetic liner	\$	\$
	AD#:		
6	24", E C film, blue, clear synthetic liner	\$	\$
	AD#:		
6	30", E C film, blue, clear synthetic liner	\$	\$
	AD#:		
6	24", E C film, red, clear synthetic liner	\$	\$
	AD#:		
6	30", E C film, red, clear synthetic liner	\$	\$
	AD#:		
6	36" EC film, red, clear synthetic liner	\$	\$
	AD#:		
6	2" roll, red/white, conspicuity marking, series DG3 cubed pressure sensitive, red/white block, 6" x 6", 983-32		\$
	AD#:		
<u>Faces</u>	(Faces only NOT complete signs, Does Not include blan	<u>k)</u>	
Must	must be pressure sensitive, series DG3 cubed, reflective sh be packaged with plastic washers. Add equivalent to 3M j ign face for: stop sign, stop ahead, signal ahead and yield:		
300	Stop ahead (symbol), 30" fluorescent yellow, series DG3 material symbol MUTCD W3-1A	cubed, \$	\$
	AD#:		

# SECTION 7 (cont'd):

<u>Qty</u>	Description	<b>Unit Price</b>	<u>Total</u>
1000	Stop sign, 30 x 30 series DG3 cubed or equal, pre-cut corners	\$	_ \$
	AD#:		
300	Stop sign, 36 x 36 series DG3 cubed or equal, pre-cut corners	\$	\$
	AD#:		
300	Yield, 30 x 30	\$	\$
	AD #:		
300	Signals ahead, 30 x 30 fluorescent yellow, series DG3 cubed, symbol MUTCD W3-3	\$	\$
	AD#:		
1000	White body raised pavement markings, one-way white lens 100 per carton	\$	\$
	AD#:		
1000	White body raised pavement markings, two-way white lens 100 per carton	\$	\$
	AD#:		
1000	White body raised pavement markings, two-way white/red lens 100 per carton	\$	\$
	AD #:		
5000	Yellow body raised pavement markings, one-way yellow lens 100 per carton	\$	\$
	AD#:		
5000	Yellow body raised pavement markings, two-way yellow lens 100 per carton	\$	\$
	AD#:		

# SECTION 7 (cont'd):

<u>Oty</u>	<u>Description</u>	<b>Unit Price</b>	<u>Total</u>
1500	One way pressure sensitive adhesive raised pavement markers white lens 100 per carton	\$	_ \$
	AD#:		
1500	One way pressure sensitive adhesive raised pavement markers yellow lens 100 per carton	\$	\$
	AD#:		
1500	One way pressure sensitive adhesive raised pavement markers red lens 100 per carton	\$	\$
	AD #:		
1500	Two way pressure sensitive adhesive raised pavement markers white lens 100 per carton	\$	\$
	AD#:		
1500	Two way pressure sensitive adhesive raised pavement markers yellow lens 100 per carton	\$	\$
	AD #:		
10	3M protective overlay film (series 1160), 30" x 50 yards	\$	\$
	AD #:		
10	3M protective overlay film (series 1160), 36" x 50 yards	\$	_ \$
	AD #:		
10	3M citrus base cleaner (aerosol)	\$	\$
	AD#:		
	m 410	<b>o</b>	
	Total Section 7:	\$	

Initials of Bidder: <u>9781</u>8

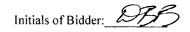
SECTION 8: Cutting Knives NO BID SECTION 8

<u>Oty</u>	<u>Description</u>	<b>Unit Price</b>	<u>Total</u>
25	CB09UA-5 cutting knives for Western Graphtec cutting pro 300-100	\$	\$
25	CB15U-5 cutting knives for Western Graphtec cutting pro 300-100	)\$	\$
	Total Section 8:	\$	
SECT	TION 9: Tape/Sheeting NO BID SECTION 9		
<u>Oty</u>	Description	<b>Unit Price</b>	<u>Total</u>
10	Barricade tape, 8" x 10 ft. with 6" stripe, type A, left, red and white, diamond grade, sheet	\$	\$
10	Barricade tape, 8" x 10 ft. with 6" stripe, type A, right, red and white, diamond grade, sheet	\$	\$
10	Barricade tape, 8" x 12 ft. with 6" stripe, type A, left, red and white, diamond grade, sheet	\$	\$
10	Barricade tape, 8" x 12 ft. with 6" stripe, type A, right, red and white, diamond grade, sheet	\$	\$
10	Barricade tape, 8" x 50 yd. with 6" stripe, type A, left, orange and white, diamond grade, sheet	\$	\$
10	Barricade tape, 8" x 50 yd. with 6" stripe, type A, right, orange and white, diamond grade, sheet	i \$	\$
	Total Section 9:	\$	
SECT	TION 10: Banding Materials		
<u>Oty</u>	Description	<b>Unit Price</b>	<u>Total</u>
3	Stainless steel, 3/4" x 100' x .030 coil in dispensing box, type 201 universal	\$ 183.53	\$ 550.59

<u>Qty</u>	<u>Description</u>	<b>Unit Price</b>	Total
100	3/4" wide stainless steel heavy-duty buckle, Type 200	\$_1.10	\$_110.00
100	3/4" wide stainless steel top split wing seal	\$75	\$ 75.00
100	Flared leg stainless sign bracket with bolt & washer	\$5.08	\$ 508.00
	Total Section 10:	\$1,243.59	)
SECT	TION 11: Safety Vests NO BID SECTION 11		
<u>Qty</u>	<u>Description</u>	Unit Price	Total
100	Safety vests, ML Kishigo Ultra-Cool mesh contrasting #1056 (or equal), ANSI/ISEA 107 2010 Class 2 compliant, zipper front closure, 2" wide reflective material with 4.5" contrasting color, inside left chest 2-tier 4-division pencil pocket, lower right inside patch pocket, with Mic Tab on front left chest, with Road and Bridgeimprinted on back, Size: M	\$	\$
100	Safety vests, ML Kishigo Ultra-Cool mesh contrasting #1056 (or equal), ANSI/ISEA 107 2010 Class 2 compliant, zipper front closure, 2" wide reflective material with 4.5" contrasting color, inside left chest 2-tier 4-division pencil pocket, lower right inside patch pocket, with Mic Tab on front left chest, with Road and Bridgeimprinted on back, Size: L	\$	\$
100	Safety vests, ML Kishigo Ultra-Cool mesh contrasting #1056 (or equal), ANSI/ISEA 107 2010 Class 2 compliant, zipper front closure, 2" wide reflective material with 4.5" contrasting color, inside left chest 2-tier 4-division pencil pocket, lower right inside patch pocket, with Mic Tab on front left chest, with Road and Bridgeimprinted on back, Size: XL	\$	\$
100	Safety vests, ML Kishigo Ultra-Cool mesh contrasting #1056 (or equal), ANSI/ISEA 107 2010 Class 2 compliant, zipper front closure, 2" wide reflective material with 4.5" contrasting color, inside left chest 2-tier 4-division pencil pocket, lower right inside patch pocket, with Mic Tab on front left chest, with Road and Bridgeimprinted on back, Size: XXL	\$	\$

# SECTION 11: (cont'd)

<u>Description</u>	<u>Unit Price</u>	<u>Total</u>		
Safety vests, ML Kishigo Ultra-Cool mesh contrasting #1056 (or equal), ANSI/ISEA 107 2010 Class 2 compliant, zipper front closure, 2" wide reflective material with 4.5" contrasting color, inside left chest 2-tier 4-division pencil pocket, lower right inside patch pocket, with Mic Tab on front left chest, with Road and Bridge imprinted on back, Size: XXXL	\$	\$		
Safety vests, ML Kishigo Ultra-Cool mesh contrasting #1056 (or equal), ANSI/ISEA 107 2010 Class 2 compliant, zipper front closure, 2" wide reflective material with 4.5" contrasting color, inside left chest 2-tier 4-division pencil pocket, lower right inside patch pocket, with Mic Tab on front left chest, with Road and Bridge imprinted on back, Size: 4XL	\$	\$		
Safety vests, ML Kishigo Ultra-Cool mesh contrasting #1056 (or equal), ANSI/ISEA 107 2010 Class 2 compliant, zipper front closure, 2" wide reflective material with 4.5" contrasting color, inside left chest 2-tier 4-division pencil pocket, lower right inside patch pocket, with Mic Tab on front left chest, with Road and Bridge imprinted on back, Size: 5XL	\$	\$		
Total Section 11:	\$			
SECTION 12: Stop/Slow Paddles				
<b>Description</b>	<b>Unit Price</b>	<b>Total</b>		
Stop/Slow paddles, 24", aluminum, Diamond Grade reflective with 12" handle Extension handles, telescopic with 2 height settings for 6' and 7' height	\$ 46.99 \$ 13.51	\$ <u>469.90</u> \$ <u>135.10</u>		
	Safety vests, ML Kishigo Ultra-Cool mesh contrasting #1056 (or equal), ANSI/ISEA 107 2010 Class 2 compliant, zipper front closure, 2" wide reflective material with 4.5" contrasting color, inside left chest 2-tier 4-division pencil pocket, lower right inside patch pocket, with Mic Tab on front left chest, with Road and Bridge imprinted on back, Size: XXXL  Safety vests, ML Kishigo Ultra-Cool mesh contrasting #1056 (or equal), ANSI/ISEA 107 2010 Class 2 compliant, zipper front closure, 2" wide reflective material with 4.5" contrasting color, inside left chest 2-tier 4-division pencil pocket, lower right inside patch pocket, with Mic Tab on front left chest, with Road and Bridge imprinted on back, Size: 4XL  Safety vests, ML Kishigo Ultra-Cool mesh contrasting #1056 (or equal), ANSI/ISEA 107 2010 Class 2 compliant, zipper front closure, 2" wide reflective material with 4.5" contrasting color, inside left chest 2-tier 4-division pencil pocket, lower right inside patch pocket, with Mic Tab on front left chest, with Road and Bridge imprinted on back, Size: 5XL  Total Section 11:  TON 12: Stop/Slow Paddles  Description  Stop/Slow paddles, 24", aluminum, Diamond Grade reflective with 12" handle Extension handles, telescopic with 2 height settings for	Safety vests, ML Kishigo Ultra-Cool mesh contrasting #1056 (or equal), ANSI/ISEA 107 2010 Class 2 compliant, zipper front closure, 2" wide reflective material with 4.5" contrasting color, inside left chest 2-tier 4-division pencil pocket, lower right inside patch pocket, with Mic Tab on front left chest, with Road and Bridge imprinted on back, Size: XXXL  Safety vests, ML Kishigo Ultra-Cool mesh contrasting #1056 (or equal), ANSI/ISEA 107 2010 Class 2 compliant, zipper front closure, 2" wide reflective material with 4.5" contrasting color, inside left chest 2-tier 4-division pencil pocket, lower right inside patch pocket, with Mic Tab on front left chest, with Road and Bridge imprinted on back, Size: 4XL  Safety vests, ML Kishigo Ultra-Cool mesh contrasting #1056 (or equal), ANSI/ISEA 107 2010 Class 2 compliant, zipper front closure, 2" wide reflective material with 4.5" contrasting color, inside left chest 2-tier 4-division pencil pocket, lower right inside patch pocket, with Mic Tab on front left chest, with Road and Bridge imprinted on back, Size: 5XL  Total Section 11:  STON 12: Stop/Slow Paddles  Description  Unit Price  Stop/Slow paddles, 24", aluminum, Diamond Grade reflective with 12" handle  Extension handles, telescopic with 2 height settings for		



**\$**\_\_\_ 605.00

**Total Section 12:** 

### **SECTION 13: Miscellaneous**

<u>Oty</u>	<u>Description</u>	<b>Unit Price</b>	<u>Total</u>
5000	Chip seal markers, white with cover, two sided	\$	\$
5000	Chip seal markers, yellow with cover, two sided	\$	\$
1100	Yellow water base traffic paint for stripping roads in gallons	\$	\$
1100	White water base traffic paint for stripping roads in gallons	\$	\$
1100	Blue water base traffic paint for stripping roads in gallons	\$	\$
1100	Red water base traffic paint for stripping roads in gallons	\$	\$
1100	Black water base traffic paint for stripping roads in gallons	\$	\$
1000	Glass beads, in pounds, 50 pounds per bag	\$	\$
5000	Bitumem adhesive for raised pavement markings in pounds	\$	\$
	Total Section 13:	\$	

Initials of Bidder: <u>PS13</u>

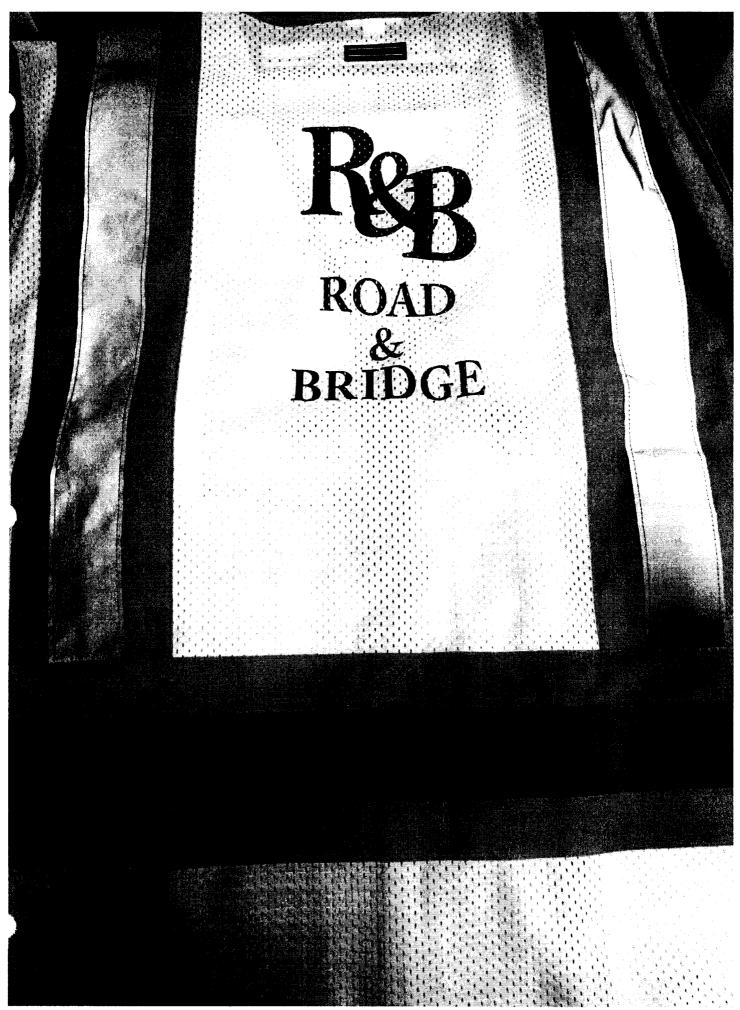
#### CONTRACT SHEET BID 15-013

# THE STATE OF TEXAS COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 20 day of August, 20 14, by and between Fort
Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue
of an order of Fort Bend County Commissioners Court, and <u>Vulcan Signs</u> (company name)
(hereinafter designated Contractor).
WITNESSETH:
The Contractor and the County agree that the bid and specifications for the Traffic Signs, Posts and Supplies which are
hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full
agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the
prices stipulated in the accepted bid.
It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.
Executed at Richmond, Texas this <u>29</u> day of <u>august</u> 20 14.
By: Fort Bend County, Texas  County Judge
By: A State of the County Judge
Signature of Contractor

By: David B. Beviacqua-Sales Manager Printed Name and Title





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### COUNTY PURCHASING AGENT

Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB County Purchasing Agent (281) 341-8640 Fax (281) 341-8642 or 341-8645

### **Vendor Information**

Federal ID # or	Dun and Bradstreet # 04-449-6966		
S.S #			
Type of Rusiness	X Corporation/LLC Sole Proprietor/Individual Partnership Tax Exempt Organization		
Type of Business Legal Company	Year Business was Established 1967		
Name	Vulcan Inc		
Remittance	vulcan Inc		
Address	P O Box 1850		
City/State/Zip	Foley AL 36536-1850		
Physical Address	408 E Berry Ave		
City/State/Zip	Foley AL 36535		
County	Fort Bend County Other: Baldwin		
Phone/Fax	Phone: Fax: 1-800-633-6845 251-943-1544		
Number Contact Person	1-800-033-0643 231-943-1344		
	David B. Beviacqua		
E-mail			
G '1N'	vulcan3@vulcaninc.com		
Special Notes			
The Company listed			
above is a (check all	DBE-Disadvantaged Business Enterprise		
that apply and	SBE-Small Business Enterprise Certification #		
attached	HUB-Texas Historically Underutilized Business Certification #		
certificate).	WBE-Women's Business Enterprise Certification #		
	MBE-Minority Business Enterprise		
Company's gross	<\$500,000\$500,000-\$4,999,999\$5,000,000-\$16,999,999		
annual receipts:	\$17,000,000-\$22,399,999 _x_>\$22,400,000		
NAICs codes (Please enter all that apply).	3353, 3354, 3993, 3999		

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

Job No.: 15-013

Created 05/12

# TAX FORM/DEBT/ RESIDENCE CERTIFICATION (for Advertised Projects)

Тахра	ayer Id	entification Number (T.I.N	):
Comp	oany N	ame submitting Bid/Propos	al: <u>Vulcan Inc dba Vulcan Signs</u>
Maili	ng Ado	dress: P 0 Box 1850	Foley AL 36536-1850
Are y	ou reg	istered to do business in the	State of Texas? X Yes No
		n individual, list the names me(s) under which you oper	and addresses of any partnership of which you are a general partner or any ate your business
I.	nam		erty in Fort Bend County owned by you or above partnerships as well as any d/b/a al property as well as mineral interest accounts. (Use a second sheet of paper if
Fort I	Bend C	County Tax Acct. No.*	Property address or location**
** Fo	or real dress v	l property, specify the pro	ation number assigned by the Fort Bend County Appraisal District.  perty address or legal description. For business personal property, specify the  ed. For example, office equipment will normally be at your office, but inventory  er location.
II.		t Bend County Debt - Do ets, fines, tolls, court judgm	you owe any debts to Fort Bend County (taxes on properties listed in I above, ents, etc.)?
		Yes No If yes,	attach a separate page explaining the debt.
III.	Residence Certification - Pursuant to Texas Government Code §2252.001 et seq., as amended, Fort Bendrequests Residence Certification. §2252.001 et seq. of the Government Code provides some restriction awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:		n. §2252.001 et seq. of the Government Code provides some restrictions on the
	(3)	"Nonresident bidder" refe	rs to a person who is not a resident.
	(4)	"Resident bidder" refers contractor whose ultime this state.	to a person whose principal place of business is in this state, including a ate parent company or majority owner has its principal place of business in
		I certify that[Com §2252.001.	is a Resident Bidder of Texas as defined in Government Code pany Name]
	X	I certify that <u>Vulcan Si</u>	is a Nonresident Bidder as defined in Government Code any Name] all place of business is Foley AL.
			[City and State]

# Form (Rev. August 2013) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return)			
	Vulcan, Inc.			
8	Business name/disregarded entity name, if different from above			
96	D/B/A Vulcan Aluminum, Vulcan Signs, Vulcan Metal Stampings, Vulcan Utilit	y Signs, Vulcar	Aluminum Mill	
e G	Check appropriate box for federal tax classification:		Exemptions (see instructions):	
Ö	☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate			
2 %			Exempt payee code (if any)	
Print or type See Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partner	ship) ►	Exemption from FATCA reporting code (if any)	
돌폴	Other (see instructions) ▶			
± ≗	Address (number, street, and apt. or suite no.)	Requester's name	and address (optional)	
ě	P. O. Box 1850			
Ϋ́	City, state, and ZIP code			
Š	Foley, AL 36536-1850			
	List account number(s) here (optional)			
Pa	Taxpayer Identification Number (TIN)			
to av resid entiti	your TIN in the appropriate box. The TIN provided must match the name given on the "Name oid backup withholding. For individuals, this is your social security number (SSN). However, for ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other es, it is your employer identification number (EIN). If you do not have a number, see How to ge on page 3.	or a ret a	curity number	
	s. If the account is in more than one name, see the chart on page 4 for guidelines on whose per to enter.	Employe	r Identification number	
Pa	rt II Certification			
Unde	er penalties of perjury, I certify that:			
	he number shown on this form is my correct taxpayer identification number (or I am waiting fo			
S	am not subject to backup withholding because: (a) I am exempt from backup withholding, or (I ervice (IRS) that I am subject to backup withholding as a result of a failure to report all interest o longer subject to backup withholding, and	b) I have not been or dividends, or (c	notified by the Internal Revenue c) the IRS has notified me that I am	
	am a U.S. citizen or other U.S. person (defined below), and			
4. Th	ne FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporti	ng is correct.		
beca	ification instructions. You must cross out item 2 above if you have been notified by the IRS tause you have failed to report all interest and dividends on your tax return. For real estate transest paid, acquisition or abandonment of secured property, cancellation of debt, contributions erally, payments other than interest and dividends, you are not required to sign the certification	sactions, item 2 do to an individual ref	tirement arrangement (IRA), and	

#### General Instructions

Signature of

U.S. person ▶

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### **Purpose of Form**

instructions on page 3.

Sign

Here

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- · An estate (other than a foreign estate), or

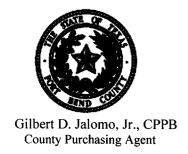
Date >

A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

### **COUNTY PURCHASING AGENT**

Fort Bend County, Texas



(281) 341-8640 Fax (281) 341-8645

July 29, 2014

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 15-013 – Traffic signs, posts and supplies

Attached is addendum 1, changes to Section 4.

\*

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

Company Name

Signature of person receiving addendum

If you have any questions please contact this office.

Sincerely,

Debbie Kaminski, CPPB Assistant Purchasing Agent