

RECORDING FORM

To: ALISON - COUNTY JUDGE OFFICE
CARLA - COUNTY CLERK OFFICE

From: Purchasing - Pam Causey

Date: 1-15-2013

RFP # _____

RFB # Road Signs & Markers

Date approved in Commissioner's Court 1-14-2013

Rejected in Commissioner's Court
Requested to rebid: _____ Requested NO rebid: _____

Other: _____

Original Bids/Proposals/Quotes/Qualifications

Recap Sheet

Misc. documentation

Please file/scan in the County Clerk's Records.

RFB 2013-302: Road Signs and Markers
Recap Sheet
Opening Date: December 27, 2012, 2:00 p.m., at Johnson County Purchasing Office

Vendor	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5	Vendor 6	Vendor 7	Vendor 8
Address	Bloomington, IN	San Marcos, TX	Burleson, TX	Fort Worth, TX	Frankfurt, OH	Foley, AL	Arlington, TX	Jackson, MS
Vendor	Hall Signs	Pathmark	KMP Graphics	Roadrunner	Lightle Ent.	Vulcan Sign	SA-SO	Custom Products
Address	Bloomington, IN	San Marcos, TX	Burleson, TX	Fort Worth, TX	Frankfurt, OH	Foley, AL	Arlington, TX	Jackson, MS
Section	No Bid							
Engineer/Prismatic Grades	Eng	Pris	Eng	Pris	Eng	Pris	Eng	Pris
12 x 18	6.90	7.20	23.25	28.20	7.22	7.45	5.52	6.50
12 x 36	13.80	14.10	31.10	35.80	14.45	14.90	11.13	12.80
18 x 24	13.80	14.10	31.80	35.80	14.45	14.90	10.72	12.53
18 x 48	27.60	27.90	49.25	67.25	28.89	29.79	20.82	24.48
24 x 24	18.40	18.70	37.50	49.95	19.26	19.86	14.25	16.65
24 x 30	23.00	24.00	43.85	57.10	24.08	24.82	17.82	20.82
24 x 48	37.00	38.00	68.85	93.25	38.52	39.72	28.67	33.46
24 x 60	50.00	52.00	96.60	128.10	48.15	49.65	34.70	40.80
30 x 30	27.75	30.00	61.00	76.75	30.09	31.03	22.03	25.81
30 x 36	36.00	37.00	65.40	88.10	36.11	37.24	26.68	31.19
30 x 48	50.00	52.00	80.25	112.9	48.15	49.65	35.76	41.75
30 x 60	65.00	67.00	98.20	134.50	60.19	62.06	44.40	51.92
30 x 30 x 30	25.00	27.00	105.00	120.80	15.89	16.40	11.08	13.35
36 x 36	43.00	45.00	74.85	101.00	43.34	44.69	32.08	37.48
36 x 48	59.00	61.00	92.50	128.00	57.78	59.58	41.64	48.96
30 inch Stop sign	23.00	25.00	29.75	36.10	28.50	29.50	20.34	24.24
6 x 18 Street	5.50	5.80	4.60	5.10	4.60	5.10	4.33	5.59
6 x 24 Street	7.50	7.80	6.20	6.90	6.20	6.90	5.76	7.43
CUSTOM: Prismatic by inch	4.90 sq ft	.195 sq in	No bid	No bid	.07 sq in	.045 sq in	.05 sq in	.05 sq in
CUSTOM: engineer by inch	4.00 sq ft	.156 sq in	No bid	No bid	.06 sq in	.041 sq in	.06 sq in	.04 sq in
CUSTOM: Hardware (option)	No bid	No bid	No bid	No bid	87.00/100 u	No bid	No bid	.86
ROAD MARKER: 6 x 3	19.95	No bid	Hi only 1.25 ea	62" Cars 16.24	Hi only .90	No bid	26.92	No bid
ROAD MARKER: 48 inch	19.95	No bid	Hi only 1.25 ea	62" Cars 16.24	Hi only .90	No bid	26.92	No bid
Misc Info	Case: 25/box	20/case	3 color - .50 sq ft	20/case	Over \$5000 - 3% discount	1 color signs: for each add color add 10% * w/ name ** 5.5" blade holder & cap for round or v-channel		

Attest: Pam Causey, Asst. Purchasing Agent; Heather Carmichael, Buyer

Extremely Urgent

Domestic Shipments

- To qualify for the Letter rate, UPS Express Envelopes may only contain correspondence, urgent documents, and/or electronic media, and must weigh 8 oz. or less. UPS Express Envelopes containing items other than those listed or weighing more than 8 oz. will be billed by weight.

International Shipments

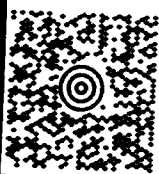
- The UPS Express Envelope may be used only for documents of no commercial value. Certain countries consider electronic media as documents. Visit ups.com/importexport to verify if your shipment is classified as a document.
- To qualify for the Letter rate, the UPS Express Envelope must weigh 8 oz. or less. UPS Express Envelopes weighing more than 8 oz. will be billed by weight.

Note: Express Envelopes containing sensitive personal or cash equivalent.

Is of electronic media. Do not send.

1170 NICHOLS CORPORATION
1170 NICHOLS DR
FLORENCE, MS 39232

SHIP TO:
JAMIE BROOKWAY, MBA
JOHNSON COUNTY PURCHASING
1402 E. KILPATRICK, STE. B
CLEBURNE, TX 76031 - 1902



TX 761 9-70

UPS 2ND DAY AIR 2
TRACKING #: 1Z X68 486 02 6473 5791



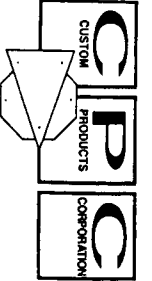
BILLING: P/P

REF 1: BID: FEB2013 - 302 Road Signs & Markers
REF 2: Opens: December 27 at 2pm
Web 14.021 Zebra ZP 480 33JA 10/2012

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UPS Ground
UPS Standard
UPS 3 Day Select
UPS Worldwide Expedited

JP



P.O. BOX 54091
JACKSON, MS 39288-4091

Johnson County Purchasing
Janle Brockway, M.B.A., CPO, A.P.P., Purchasing
1102 E. Kilpatrick, Ste. B
Cleburne, TX 76031

Sealed Bid:
Bid: RFB 2013-302 Road Signs and Road
Markers for Johnson County
Opens: December 27, 2012 at 2:00 pm.

Traffic Control Devices - Custom Graphics - Sign Shop Supplies



Johnson County Purchasing
Jamie Brockway, M.B.A., CPPO, A.P.P., Purchasing Agent
1102 E. Kilpatrick, Ste. B
Cleburne, TX 76031

Hello. This is to request to be placed on your bid list for future bids associated with all street and traffic signs and industry-related products (safety, work zone) in your jurisdiction. Please send a copy of the bid tabulations to (Heidi@cpcsigns.com) or fax 800-206-3444. At this time I would also like to use this opportunity to introduce you to Custom Products Corporation.

Custom Products Corporation is a manufacturer of traffic, industrial, safety and utility signs. A third generation company, CPC is recognized for our seasoned technical and support staff as well as owning over 70,000 square foot manufacturing facility that utilizes the newest, most advanced state-of-the-art technologies and automation for advanced computer production, screen printing, digital printing, and metal working equipment used for manufacturing signs.

CPC products and services can be found virtually everywhere you go: counties, municipalities and state governments, as well as traffic control industries, businesses and individuals. Doing business with CPC is easy. We offer a wide selection of products and maintain standard stock levels of reflective and retro-reflective traffic signs such as parking, regulatory, warning, construction, and street name sign blanks. Because of our stocking capabilities, CPC offers you the shortest lead-times in the industry. As our name implies, we can custom produce signs from a variety of materials: aluminum, steel, plastic, plywood, and magnetic decal material. You can also source us for materials such as rolled-sheeting, posts, sign supplies (nuts, bolts, brackets, sign-saving reinforcements, etc.), accessories, and related safety products.

Purchasing directly from a manufacturer has many benefits we urge you to consider when shopping for your sign and safety requirements. We partner with you to offer competitive pricing and professional expertise for all your sign needs. With your time and budget in mind, we offer a stock program that includes our mix/match advantage to help you meet fill requirements, reduce lead-times and stay within your budget. Consolidating purchase orders provides you with less to manage and more time to use strategically. We are committed to delivering value; allow us to consult with you to help you get the most for the least with every order you place with us.

Please contact us when we can assist you in placing orders, getting quotes, or answering questions. Thank you for taking time to learn about Custom Products. We look forward to working with you for your sign and traffic control requirements.

Sincerely,

A handwritten signature in black ink, appearing to read 'Heidi McGee', with a long horizontal stroke extending to the right.

Heidi McGee
Governmental Bid Manager

CUSTOM PRODUCTS CORPORATION

Post Office Box 54091/Jackson, Mississippi 39288/601-932-5854/800-367-1492/Fax 601-932-7178

**RFB 2013-302
ROAD SIGNS AND MARKERS
FOR JOHNSON COUNTY**

ADDENDUM A

QUERIES AND CLARIFICATIONS

Below is a list of questions submitted regarding the specifications:

- 1) Please provide any estimate on the quantities that will be needed.
 - a. Answer: Last fiscal, Johnson County spent approximately \$24,000.00 for road signs and markers.
- 2) Is it possible that the County will award each section separately?
 - a. Answer: Yes.
- 3) If that is the case, can a supplier no-bid a section and still be considered for another?
 - a. Answer: Yes.
- 4) Should pricing include freight?
 - a. Answer: Quote Sheet states "Specify any additional costs".
- 5) What hardware is referenced on Section 'C: Road Markers'?
 - a. Answer: This refers to any associated hardware as may be required to install/post quoted road markers.
- 6) Are the Sec C: Road Markers also known as 'channelizers'?
 - a. Answer: The road markers referred to in Section C may be referred to as channelizers. Please refer to Section C for description.

Contact Johnson County Purchasing at (817) 556-6384 or PUR@johnsoncountytexas.org for questions or more information. Vendors may submit questions until September 10, 2012.

The due date for all submissions is December 27, 2012 NO LATER THAN 2:00 P.M. to be delivered to:

Johnson County Purchasing Office
1102 E. Kilpatrick Suite B
Cleburne, TX 76031

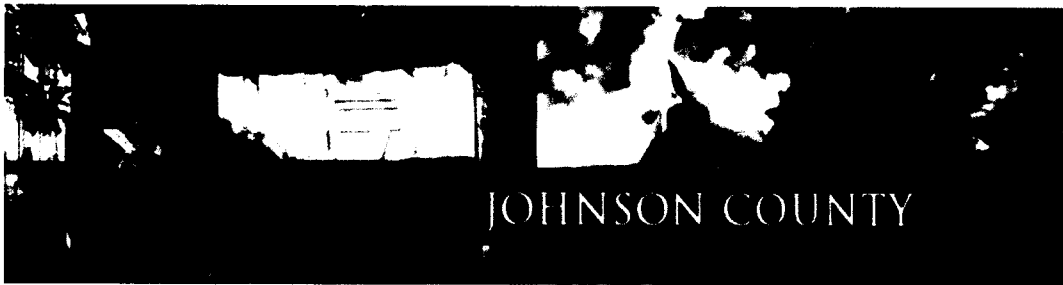
VENDOR NAME

~~Custom Products Corporation~~ _____

REQUEST FOR BID

Road Signs and Road Markers

JOHNSON COUNTY



RFB 2013-302

DUE DATE: December 27, 2012

BY 2:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

**RFB 2013-302: Road Signs and Markers
Quote Sheet**

Vendor shall have the ability to fulfill orders for road signs and markers as described in this proposal. Having read and understood the Instructions, Terms of Contract, and specifications, vendor submits the following:

Section A: Road Signs

Size and Description	Road Sign Only, Engineer Grade	Road Sign Only, Prismatic Sheeting	Hardware (OPTIONAL)
12 inch x 18 inch	\$ 5.30	\$ 5.64	\$.86 * (2) nuts (2) bolts 2.5" (2) zinc washers
12 inch x 36 inch	\$ 10.03	\$ 11.28	\$.86
18 inch x 24 inch	\$ 10.03	\$ 11.28	\$.86
18 inch x 48 inch	\$ 19.21	\$ 22.56	\$ 1.72
24 inch x 24 inch	\$ 13.35	\$ 15.04	\$.86
24 inch x 30 inch	\$ 16.62	\$ 18.80	\$.86
24 inch x 48 inch	\$ 25.70	\$ 30.08	\$ 1.72
24 inch x 60 inch	\$ 31.72	\$ 37.60	\$ 1.72
30 inch x 30 inch	\$ 20.08	\$ 23.50	\$.86
30 inch x 36 inch	\$ 24.09	\$ 28.20	\$ 1.72
30 inch x 48 inch	\$ 31.72	\$ 37.60	\$ 1.72
30 inch x 60 inch	\$ 39.53	\$ 47.00	\$ 1.72

Size and Description, continued	Road Sign Only, Engineer Grade	Road Sign Only, Prismatic Sheeting	Hardware (OPTIONAL)
30 inch x 30 inch x 30 inch	\$ 10.49	\$ 12.89	\$.86
36 inch x 36 inch	\$ 28.55	\$ 33.84	\$ 1.72
36 inch x 48 inch	\$ 38.07	\$ 45.12	\$ 1.72
30 inch STOP SIGN	\$ 19.36	\$ 22.69	\$.86
6 inch x 18 inch STREET SIGN Covered engineer grade reflective sheeting, green	\$ 6.83 w/ names	\$ 9.05 w/ names	\$ 4.43 55" blade holder cap for round or U channel
6 inch x 24 inch STREET SIGN Covered engineer grade reflective sheeting, green	\$ 9.10 w/ names	\$ 12.06 w/ names	\$ 4.43 55" blade holder cap for round or U channel

Section B: Optional, Custom Signage:

Cost for Prismatic Sheeting, by Square Inch: \$.05

Cost for engineer grade, by Square Inch: \$.04

Cost for optional hardware, as applicable: \$ 1.86 per (2) nuts (2) bolts 2.5" (2) zinc washers

Section C: Road Markers:

Size and Description (as applicable)	Road Marker Only	Hardware (Optional, if applicable)	Marker ^(w/) Hardware Total
6 inch x 3 inch	\$ NOBID	\$ NOBID	\$ NOBID
48 inches	\$ NOBID	\$ NOBID	\$ NOBID

Quantity per case, as applicable: _____

Option: Minimum quantity for discount pricing, if applicable: NA Already at discounted price

Specify any additional costs: Pricing for signs only (1) color. For each additional color add 10%

Vendor shall include standard pricing schedule, if available, with submission.

Any comments, additions, and/or exclusions shall be provided on separate page(s).

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other offerer, 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. And further, that the manager, secretary or other agent or officer signing this Bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

NAME OF BUSINESS: Custom Products Corporation

ADDRESS: PO BOX 54091

CITY/STATE/ZIP: Jackson MS 39288

OFFICE PHONE: 8003671492 FAX PHONE: 8002063444

CELL PHONE: 6019325854 EMAIL: heidi@cpcsigns.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Heidi McGee



Hello.

Below are the references you requested. Please feel free to contact any of them at your convenience. Please also feel free to call me at (601) 933-8282, ext. 214 whenever I can be of service to you.

Thank you,

Heidi McGee
Bid Manager

REFERENCES

Amite County

P.O. Box 680

Liberty, MS 39645

PH: 601-657-8341

FX: 601-657-8601

Contact: Helen Wells

Scope of Work: Supply Road Signs

Amount Year to Date: \$4000.00

Contract Period: January 1, 2012 to December 31, 2012

City of Starkville

101 Lampkin St.

Starkville, MS 39759

PH: 662-323-2652

FX: 662-324-4013

Email: l.black@cityofstarkville.org

Contact: Larry Black

Scope of Work: Supply Road Signs

Amount Year to Date: \$ 3,000.00

Covington County

P.O. Box 1679

Collins, MS 39428

Ph# 601-765-8605

Fx# 601-765-5016

Email: lbland@covingtoncountymiss.gov

Traffic Control Devices • Custom Graphics • Sign Shop Supplies



Contact: Lisa Bland
Scope of Work: Supply Road Signs
Amount Year to Date: \$7,000.00
Contract Period: January 3, 2012 to January 7, 2013

Parker County
P.O. Box 681
Springtown, TX 76085
PH# 817-220-7218
Email: cindy.hall@parkercountytexas.com
Contact: Cindy Hall
Scope of Work: Road Sign Post and Related Material
Amount Year to Date: \$8,000
Contract Period: August 23, 2010 until August 31, 2011

Bastrop County
804 Pecan Street
Bastrop, TX 78602
Ph: 512-549-5169
Email: brenda.meuth@co.bastrop.tx.us
Contact: Brenda Meuth
Scope of Work: Supply signs, sheeted blanks and posts
Amount Year to Date: \$7500.00
Contract Period: April 5, 2010 to March 29, 2014

Bank Reference:

Trustmark National Bank
P.O. Box 291
Jackson, MS 39205
PH# 601-354-5111

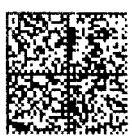
Line of Credit With:
Bancorpsouth Bank
2910 West Jackson St.
Tupelo, MS 38801

CUSTOM PRODUCTS CORPORATION

Post Office Box 54091/Jackson, Mississippi 39288/601-932-5854/800-367-1492/Fax 601-932-7178

hallsigns
traffic • custom • materials
SINCE 1949
4495 West Vernal Pike
Bloomington, Indiana 47404

Johnson County
Purchasing
1102 E. Kilpatrick, Suite B
Cleburne, TX 76031



UNITED STATES POSTAGE
PITNEY BOWES
\$ 000 450
02 1P
0003151722
MAILED FROM ZIP CODE 47404
DEC 21 2012

76031190274





NO BID

12/20/2012

Johnson County
Purchasing
1102 E. Kilpatrick, Suite B
Cleburne, TX 76031

Bid No.: RFB 2013-302
Due: December 27, 2012 at 2:00pm

To Whom It May Concern,

We have at this time chosen not to bid on the enclosed bid request per your specifications. However, we do wish to remain on your bid list.

If you should have any questions, please feel free to contact me at 812-332-9355 extension 103.

Thank you,

Jenni Kalbfleisch
Bid Specialist

traffic • custom • materials

Family owned for over 50 years

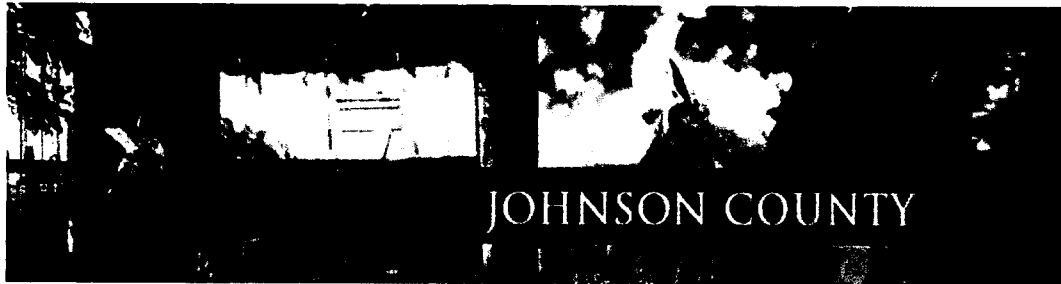
Hall Signs, Incorporated • www.hallsigns.com
4495 W. Vernal Pike Bloomington, Indiana 47404
(812)-332-9355 voice • (812) 332-9816 fax

VENDOR NAME

REQUEST FOR BID

Road Signs and Road Markers

JOHNSON COUNTY



RFB 2013-302

DUE DATE: December 27, 2012

BY 2:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

**RFB 2013-302
ROAD SIGNS AND MARKERS
FOR JOHNSON COUNTY**

ADDENDUM A

QUERIES AND CLARIFICATIONS

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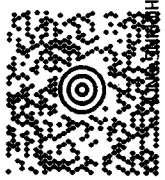
Johnson County Purchasing Office
1102 E. Kilpatrick Suite B
Cleburne, TX 76031

FROM:
JOSE PEREZ
(612) 592-2050
PATH-MARK TRAFFIC PRODUCTS
PO BOX 1066
SAN MARCOS TX 78666-1066

1 LBS

1 OF 1 FOR UPS SHIPPING

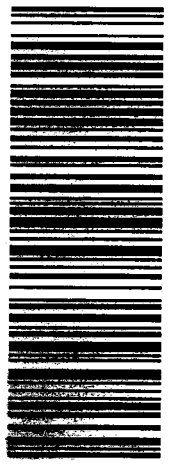
SHIP TO:
JAMIE BROCKWAY-PURCHASING AGENT
JOHNSON COUNTY PURCHASING
1102 E. KILPATRICK, STE B
CLEBURNE TX 76031



TX 761 9-70

UPS GROUND

TRACKING #: 1Z 79E 282 03 6725 9786



BILLING: P/P

WEB 10.01.18 HP LAMMHP 9 83.0A 102012

Fold here and place in label pouch

PATHMARK TRAFFIC PRODUCTS

OF TEXAS, INC.

4435 HUNTER ROAD
SAN MARCOS, TX 78666
512-392-2090

JOHNSON COUNTY PURCHASING

JAMIE BROCKWAY, M.B.A.
1102 E. KILPATRICK, STE B
CLEBURNE, TX 76031

RFB 2013-302 FOR ROAD SIGNS & ROAD
MARKERS FOR JOHNSON CITY
DUE 12-27-2012 @ 2:00 PM

WPS

*per 1/6
JTB*

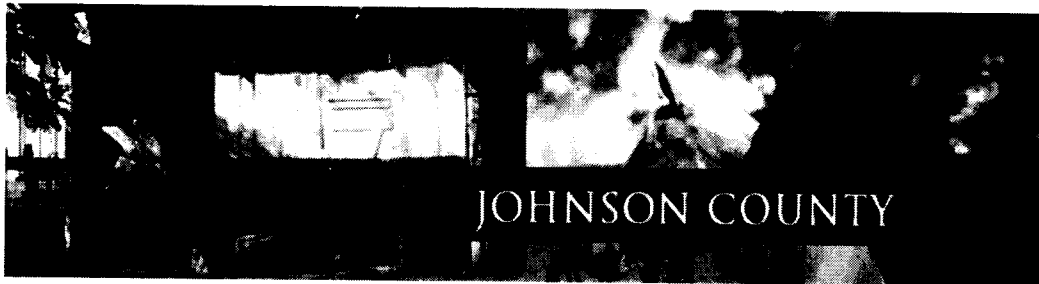
VENDOR NAME

PATHMARK TRAFFIC PRODUCTS

REQUEST FOR BID

Road Signs and Road Markers

JOHNSON COUNTY



RFB 2013-302

DUE DATE: December 27, 2012

BY 2:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF BIDS: Five (5) complete sets of all bid documents (original and four (4) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Jamie Brockway, M.B.A., CPPO, A.P.P., Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed bids shall be received no later than: 2:00 P.M., December 27, 2012.

MARK ENVELOPE: RFB 2013-302 FOR ROAD SIGNS AND ROAD MARKERS FOR JOHNSON COUNTY.

LATE PROPOSALS: Bids received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

BID SHALL INCLUDE: This RFB and all additional documents submitted. Each bid shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Bid and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this bid. Vendors are invited to attend.

If vendor does not wish to submit a bid at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the bid opening. Results will be sent to those who submitted a bid.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the right to reject any or all bids as it may deem to be in the best interests of Johnson County.

Receipt of any bid shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose bid is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for bids. Johnson County also reserves the right to award all or part of a bid unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson 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 Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of bids, and vendor so agrees upon submittal of vendor's bid. Bids may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

BIDS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. All submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the bid and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the bid shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be in written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of this request for bid will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFB, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFB. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFB specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFB and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFB. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

BID MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest

standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and,
5. Be otherwise qualified and eligible to receive an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: **Johnson County requests vendor to submit, with this RFB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHOULD BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.**

VENDOR SHALL PROVIDE with this response, all documentation required by this RFB. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees 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 vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment

with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: **The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized**

to communicate, by any means, information or suggestions regarding or resembling this RFB throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meets in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFB, in whole or in part, without the prior written consent of Johnson County.

SILENCE OF SPECIFICATION: The apparent silence of these 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.

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage
2. Automobile Liability
 - \$ 1,000,000.00 each accident Combined Single Liability

\$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation

Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for bid for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this bid.

ANY QUESTIONS relating to this Request for Bid and Specification(s) shall be directed to Jamie Brockway, M.B.A., CPPO, A.P.P., Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**RFB 2013-302: Road Signs and Road Markers
For Johnson County**

Scope and Intent: These specifications cover the purchase of aluminum road signs and markers, including hardware and custom signage, for Johnson County for a ten (10) month period, effective January 1, 2013 to September 30, 2013, with an option to renew for two (2) additional one (1) year periods, effective October 1 to September 30. Johnson County reserves the right to reject any and all bids and/or to purchase from any State contract and/or inter-local agreements. Acceptance of this bid by Commissioners' Court shall constitute a contract between Johnson County and vendor.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be in written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

Requirements

To provide various standard and custom road signs and markers, with or without hardware, with the requirements and specifications as follows:

1. Signage shall consist of, but is not limited to, Construction Zone signs, Speed Limit signs, Bridge signs, Regulatory signs (Traffic Control signs), and Warning signs;
2. Johnson County shall have the option to order hardware for signs and markers separately or together;
3. All signs and markers must be MUTCD compliant;
4. County shall not be required to place minimum orders;
5. Vendor may submit minimum quantities for discount pricing;
6. Signs shall to be delivered within 14 DAYS OF ORDER DATE, unless otherwise arranged in writing by ordering department; and,
7. All signs and markers must meet Texas Department of Transportation specifications.

Specifications

Section A: Standard Road Signs

1. Bidder may include the hardware for all road signs as an option;
2. All signs will be two (2) colors;
3. Signs should be engineer grade aluminum and a minimum of .080 gauge of thickness; and,

4. All signs are to be reflective, as designated by ordering department, as either:
 - a. Prismatic Sheeting as defined by MUTCD; or,
 - b. Engineer grade reflectivity.

Section B: Custom Road Signs, Optional

1. Johnson County may order custom signage in relationship to Road Signs on an as needed basis;
2. If Vendor is able to supply custom signage, Vendor shall quote custom signage on an individual, as needed, basis;
3. Vendor may include the hardware for all custom road signs as an option;
4. Ordering department shall specify size, quantity and reflectivity when submitting quote request;
5. All signs are to reflective, as designated by ordering department, as either:
 - a. Prismatic Sheeting as defined by MUTCD; or,
 - b. Engineer grade reflectivity; and,
6. Vendor shall bid by the square inch.

Section C: Road Markers

1. Road markers shall be a single piece marker, capable of simple, permanent installation by one person. They are to be used for on/off ramps, curves, bridges and other high impact areas;
2. Road markers must be durable and flexible and must be made of material that will withstand vehicle impacts and any type of weather element;
3. Road markers shall exhibit good workmanship and not discolor;
4. Road markers shall be white in color;
5. Road markers shall be:
 - a. A minimum of 3.75 inches in width;
 - b. A minimum of 48" to 72" in length, as required; and,
 - c. A minimum of 2 lbs in weight.

6. Road markers shall be capable of being self-erect and remain functional after being subjected to a series of high speed vehicle impacts;
7. Road markers shall be equipped with high intensity yellow reflective sheeting;
8. High intensity reflective sheeting shall be:
 - a. Three (3) inches by six (6) inches; and,
 - b. Shall meet MUTCD requirements.
9. Vendor shall specify quantity per case, if applicable.

**RFB 2013-302: Road Signs and Markers
Quote Sheet**

Vendor shall have the ability to fulfill orders for road signs and markers as described in this proposal. Having read and understood the Instructions, Terms of Contract, and specifications, vendor submits the following:

Section A: Road Signs

Size and Description	Road Sign Only, Engineer Grade	Road Sign Only, Prismatic Sheeting	Hardware (OPTIONAL)
12 inch x 18 inch	\$ 6.90	\$ 7.20	\$ N/A
12 inch x 36 inch	\$ 13.80	\$ 14.10	\$ N/A
18 inch x 24 inch	\$ 13.80	\$ 14.10	\$ N/A
18 inch x 48 inch	\$ 27.60	\$ 27.90	\$ N/A
24 inch x 24 inch	\$ 18.40	\$ 18.70	\$ N/A
24 inch x 30 inch	\$ 23.00	\$ 24.00	\$ N/A
24 inch x 48 inch	\$ 37.00	\$ 38.00	\$ N/A
24 inch x 60 inch	\$ 50.00	\$ 52.00	\$ N/A
30 inch x 30 inch	\$ 28.75	\$ 30.00	\$ N/A
30 inch x 36 inch	\$ 36.00	\$ 37.00	\$ N/A
30 inch x 48 inch	\$ 50.00	\$ 52.00	\$ N/A
30 inch x 60 inch	\$ 65.00	\$ 67.00	\$ N/A

Size and Description, continued	Road Sign Only, Engineer Grade	Road Sign Only, Prismatic Sheeting	Hardware (OPTIONAL)
30 inch x 30 inch x 30 inch	\$ 25.00	\$ 27.00	\$ N/A
36 inch x 36 inch	\$ 43.00	\$ 45.00	\$ N/A
36 inch x 48 inch	\$ 59.00	\$ 61.00	\$ N/A
30 inch STOP SIGN	\$ 23.00	\$ 25.00	\$ N/A
6 inch x 18 inch STREET SIGN Covered engineer grade reflective sheeting, green	\$ 5.50	\$ 5.80	\$ N/A
6 inch x 24 inch STREET SIGN Covered engineer grade reflective sheeting, green	\$ 7.50	\$ 7.80	\$ N/A

Section B: Optional, Custom Signage:

Cost for Prismatic Sheeting, by Square ~~Foot~~ FT \$ 4.90 Sq FT

Cost for engineer grade, by Square ~~Foot~~ FT \$ 4. Sq FT

Cost for optional hardware, as applicable: \$ N/A

Section C: Road Markers:

Size and Description (as applicable)	Road Marker Only	Hardware (Optional, if applicable)	Marker w/ Hardware Total
6 inch x 3 inch	\$ 19.95	\$ N/A	\$ N/A
48 inches	\$ 19.95	\$ N/A	\$ N/A

Quantity per case, as applicable: 25 / Box

Option: Minimum quantity for discount pricing, if applicable: 25 or 1 Box

Specify any additional costs: _____

Vendor shall include standard pricing schedule, if available, with submission.

Any comments, additions, and/or exclusions shall be provided on separate page(s).

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other offerer, 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. And further, that the manager, secretary or other agent or officer signing this Bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

NAME OF BUSINESS: PATHMARK TRAFFIC PRODUCTS OF TEXAS, INC

ADDRESS: P.O. Box 1066

CITY/STATE/ZIP: San Marcos TX 78667

OFFICE PHONE: 1800 547 0874 FAX PHONE: 1800 352 2092

CELL PHONE: 512 757 3557 EMAIL: sales@pathmark.net

AUTHORIZED SIGNATURE: Josie Perez

PRINTED NAME: Josie Perez



PATHMARK TRAFFIC PRODUCTS OF TEXAS, INC.

P.O. Box 1066 - 4435 Hunter Road - San Marcos, TX 78667
(512)392-2090 or FAX (512)392-2092
Internet: <http://www.pathmark.net>

**CITY OF GEORGETOWN
BILL ROBINSON
300 INDUSTRIAL AVE
GEORGETOWN, TX 78626
PH - 512-930-8151
FAX - 512-930-8451**

**WILLIAMSON COUNTY UNIFIED ROAD SYSTEM
RON ROBERTS
3151 S.E. INNERLOOP, STE B
GEORGETOWN, TX 78626
PH - 512-943-3360
FAX - 512-943-3335**

**GUADALUPE COUNTY ROAD & BRIDGE
DENNIS BLOCH
2605 N. GUADALUPE
SEGUIN, TX 78155
830-379-9721
830-372-3249**

**COMAL COUNTY
VICKI L.
178 E. Mill Street
NEW BRAUNFEL, TX 78130
PH - 830-608-2076
FAX - 830-608-2031**

**BEXAR COUNTY
MARY SALAS
233 N. Pecos, Suite 320
SAN ANTONIO, TX 78207
PH - 210-335-2212
FAX - 210-335-2219**

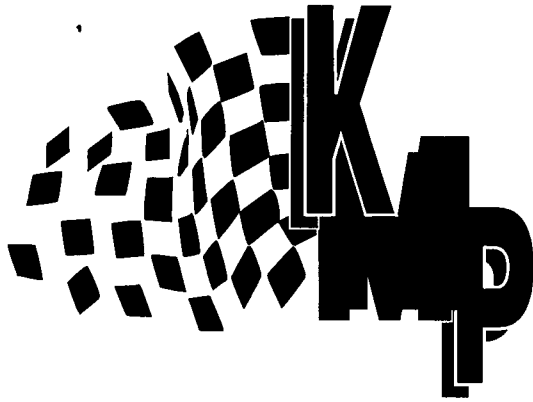
105 Black Jack Lane
Burleson, Texas 76028-1406
Phone: 800-213-9965 www.KMPGroup.com



JOHN SON COUNTY - TRINITE BRAD CRAWAY
1162 KILPATRICK
SUITE B
LEBBURNE TX 76031

RFB 2013-302 ROAD SIGNS + MARKERS

PURCHASE



December 27, 2012

RFB 2013-302 Road Signs and Road Markers

Johnson County Purchasing
Jamie Brockway M.B.A. Purchasing Agent
1102 E. Kilpatrick
Suite B
Cleburne, Texas 76031

Dear Jamie:

Please find enclosed my bid for RFB 2013-302. Please note we are only bidding on the Section B Custom Signage portion of the RFB.

I

Sincerely,

A handwritten signature in black ink, appearing to read 'Keith W. Kelly', is written over a horizontal line.

Keith W. Kelly
President

Size and Description, continued	Road Sign Only, Engineer Grade	Road Sign Only, Prismatic Sheeting	Hardware (OPTIONAL)
30 inch x 30 inch x 30 inch	\$	\$	\$
36 inch x 36 inch	\$	\$	\$
36 inch x 48 inch	\$	\$	\$
30 inch STOP SIGN	\$	\$	\$
6 inch x 18 inch STREET SIGN Covered engineer grade reflective sheeting, green	\$	\$	\$
6 inch x 24 inch STREET SIGN Covered engineer grade reflective sheeting, green	\$	\$	\$

Section B: Optional, Custom Signage:

Cost for Prismatic Sheeting, by Square Inch:

\$ 0.195

Cost for engineer grade, by Square Inch:

\$ 0.156

Cost for optional hardware, as applicable:

\$ _____

Section C: Road Markers:

Size and Description (as applicable)	Road Marker Only	Hardware (Optional, if applicable)	Marker w/ Hardware Total
6 inch x 3 inch	\$	\$	\$
48 inches	\$	\$	\$

Quantity per case, as applicable: _____

Option: Minimum quantity for discount pricing, if applicable: _____

Specify any additional costs: _____

Vendor shall include standard pricing schedule, if available, with submission.

Any comments, additions, and/or exclusions shall be provided on separate page(s).

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other offerer, 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. And further, that the manager, secretary or other agent or officer signing this Bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

NAME OF BUSINESS: KMP GRAPHICS INC

ADDRESS: 105 BLACK JACK LANE

CITY/STATE/ZIP: BURLESON TX 76028

OFFICE PHONE: 817-295-5350 FAX PHONE: 817-295-5883

CELL PHONE: _____ EMAIL: ARTWORK@KMPGRAPHICS.COM

AUTHORIZED SIGNATURE: 

PRINTED NAME: KEITH W. KELLY

**RFB 2013-302: Road Signs and Markers
Quote Sheet**

Vendor shall have the ability to fulfill orders for road signs and markers as described in this proposal. Having read and understood the Instructions, Terms of Contract, and specifications, vendor submits the following:

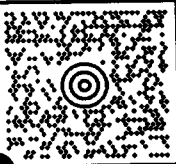



Section A: Road Signs

Size and Description	Road Sign Only, Engineer Grade	Road Sign Only, Prismatic Sheeting	Hardware (OPTIONAL)
12 inch x 18 inch	\$	\$	\$
12 inch x 36 inch	\$	\$	\$
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18 inch x 48 inch	\$	\$	\$
24 inch x 24 inch	\$	\$	\$
24 inch x 30 inch	\$	\$	\$
24 inch x 48 inch	\$	\$	\$
24 inch x 60 inch	\$	\$	\$
30 inch x 30 inch	\$	\$	\$
30 inch x 36 inch	\$	\$	\$
30 inch x 48 inch	\$	\$	\$
30 inch x 60 inch	\$	\$	\$

Extremely Urgent

Call 1-800-PICK-UPS® (1-800-742-5877) or visit UPS.com®

- For UPS Next Day Air services, there is no weight limit for envelopes containing correspondence, but Air service is selected above are subject to weight restrictions.
- For UPS Worldwide documents of no more than 10 pages you can use this envelope.
- Do not use UPS 2nd Day Air envelope. For UPS 2nd Day Air service, use a separate envelope.
- Do not send cash.

ROADRUNNER TRAFFIC SUPPLY, INC 817-244-0305 ROADRUNNER TRAFFIC SUPPLY, INC 3200 MARQUITA DRIVE FORT WORTH TX 76116	1.0 LBS LTR	1 OF 1
SHIP TO: JAMIE BROCKWAY-- PURCHASING AGENT JOHNSON COUNTY 1102 E KILPATRICK, SUITE B CLEBURNE TX 76031-1902		
	TX 761 9-70 	
UPS NEXT DAY AIR 1		
TRACKING #: 1Z 712 808 01 9490 6727 		
BILLING: P/P		
Reference#1: RFB 2013-302 Reference#2: December 27, 2012 @ 2:00 P.M.		

This envelope is for use with the following services:

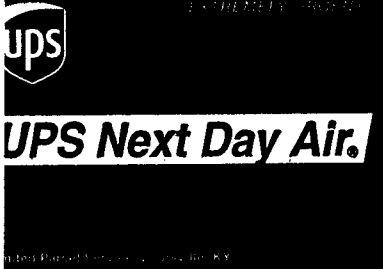
- UPS Next Day Air®
- UPS Worldwide Express™
- UPS 2nd Day Air™

Insert shipping documents under window from the top.

Window
Use this envelope
or inkjet printed

1 of 1

International Shipping Notice - Carriage hereunder may be subject to the rules relating to liability and other terms and/or conditions of the Warsaw Convention or the Montreal Convention or the International Carriage of Goods by Road (the "CMR Convention"). These commodities, technology or services are not insured under the Warsaw Convention, the Montreal Convention or the CMR Convention.



12/26/2012 3:05 PM

Rules Relating to International Carriage by Air (the "Warsaw Convention") and/or the Montreal Convention or the International Carriage of Goods by Road (the "CMR Convention") apply to this shipment. The Warsaw Convention, the Montreal Convention and the CMR Convention are not applicable to this shipment.

J.C.

Johns
Jamie Brockway
1102 E Kippart
Clatsop, OR

Chasing
PO Purchasing Agent
4 B

RFB 2013-302
and Road Maintenance
Signs
Johnson County
2:00 pm, December 29, 2012

Original

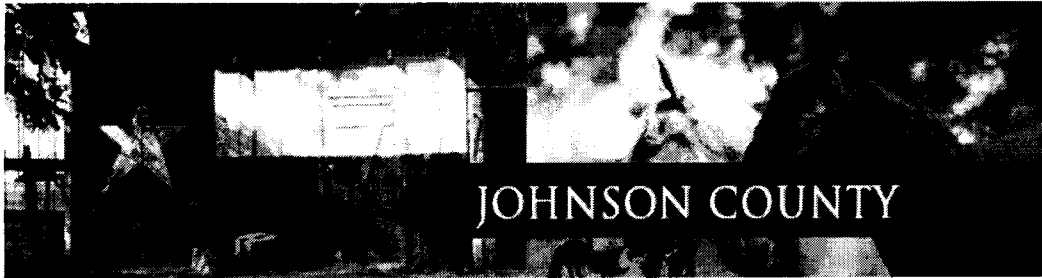
VENDOR NAME

ROADRUNNER TRAFFIC SUPPLY, INC.

REQUEST FOR BID

Road Signs and Road Markers

JOHNSON COUNTY



RFB 2013-302

DUE DATE: December 27, 2012

BY 2:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF BIDS: **Five (5) complete sets** of all bid documents (original and four (4) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Jamie Brockway, M.B.A., CPPO, A.P.P., Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed bids shall be received no later than: 2:00 P.M., December 27, 2012.

MARK ENVELOPE: RFB 2013-302 FOR ROAD SIGNS AND ROAD MARKERS FOR JOHNSON COUNTY.

LATE PROPOSALS: Bids received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

BID SHALL INCLUDE: This RFB and all additional documents submitted. Each bid shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

The enclosed Request for Bid and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this bid. Vendors are invited to attend.

If vendor does not wish to submit a bid at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the bid opening. Results will be sent to those who submitted a bid.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the right to reject any or all bids as it may deem to be in the best interests of Johnson County.

Receipt of any bid shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose bid is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for bids. Johnson County also reserves the right to award all or part of a bid unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson 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 Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of bids, and vendor so agrees upon submittal of vendor's bid. Bids may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

BIDS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. All submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the bid and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the bid shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be in written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of this request for bid will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFB, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFB. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFB specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFB and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFB. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

BID MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest

standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and,
5. Be otherwise qualified and eligible to receive an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: **Johnson County requests vendor to submit, with this RFB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHOULD BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.**

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFB. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees 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 vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment

with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: **The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized**

to communicate, by any means, information or suggestions regarding or resembling this RFB throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meets in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFB, in whole or in part, without the prior written consent of Johnson County.

SILENCE OF SPECIFICATION: The apparent silence of these 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.

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability
 - \$ 1,000,000.00 each accident Combined Single Liability

\$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation

Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Pools.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for bid for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this bid.

ANY QUESTIONS relating to this Request for Bid and Specification(s) shall be directed to Jamie Brockway, M.B.A., CPPO, A.P.P., Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**RFB 2013-302: Road Signs and Road Markers
For Johnson County**

Scope and Intent: These specifications cover the purchase of aluminum road signs and markers, including hardware and custom signage, for Johnson County for a ten (10) month period, effective January 1, 2013 to September 30, 2013, with an option to renew for two (2) additional one (1) year periods, effective October 1 to September 30. Johnson County reserves the right to reject any and all bids and/or to purchase from any State contract and/or inter-local agreements. Acceptance of this bid by Commissioners' Court shall constitute a contract between Johnson County and vendor.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be in written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

Requirements

To provide various standard and custom road signs and markers, with or without hardware, with the requirements and specifications as follows:

1. Signage shall consist of, but is not limited to, Construction Zone signs, Speed Limit signs, Bridge signs, Regulatory signs (Traffic Control signs), and Warning signs;
2. Johnson County shall have the option to order hardware for signs and markers separately or together;
3. All signs and markers must be MUTCD compliant;
4. County shall not be required to place minimum orders;
5. Vendor may submit minimum quantities for discount pricing;
6. Signs shall to be delivered within 14 DAYS OF ORDER DATE, unless otherwise arranged in writing by ordering department; and,
7. All signs and markers must meet Texas Department of Transportation specifications.

Specifications

Section A: Standard Road Signs

1. Bidder may include the hardware for all road signs as an option;
2. All signs will be two (2) colors;
3. Signs should be engineer grade aluminum and a minimum of .080 gauge of thickness; and,

4. All signs are to be reflective, as designated by ordering department, as either:
 - a. Prismatic Sheeting as defined by MUTCD; or,
 - b. Engineer grade reflectivity.

Section B: Custom Road Signs, Optional

1. Johnson County may order custom signage in relationship to Road Signs on an as needed basis;
2. If Vendor is able to supply custom signage, Vendor shall quote custom signage on an individual, as needed, basis;
3. Vendor may include the hardware for all custom road signs as an option;
4. Ordering department shall specify size, quantity and reflectivity when submitting quote request;
5. All signs are to be reflective, as designated by ordering department, as either:
 - a. Prismatic Sheeting as defined by MUTCD; or,
 - b. Engineer grade reflectivity; and,
6. Vendor shall bid by the square inch.

Section C: Road Markers

1. Road markers shall be a single piece marker, capable of simple, permanent installation by one person. They are to be used for on/off ramps, curves, bridges and other high impact areas;
2. Road markers must be durable and flexible and must be made of material that will withstand vehicle impacts and any type of weather element;
3. Road markers shall exhibit good workmanship and not discolor;
4. Road markers shall be white in color;
5. Road markers shall be:
 - a. A minimum of 3.75 inches in width;
 - b. A minimum of 48" to 72" in length, as required; and,
 - c. A minimum of 2 lbs in weight.

6. Road markers shall be capable of being self-erect and remain functional after being subjected to a series of high speed vehicle impacts;
7. Road markers shall be equipped with high intensity yellow reflective sheeting;
8. High intensity reflective sheeting shall be:
 - a. Three (3) inches by six (6) inches; and,
 - b. Shall meet MUTCD requirements.
9. Vendor shall specify quantity per case, if applicable.

**RFB 2013-302: Road Signs and Markers
Quote Sheet**

Vendor shall have the ability to fulfill orders for road signs and markers as described in this proposal. Having read and understood the Instructions, Terms of Contract, and specifications, vendor submits the following:

Section A: Road Signs

Size and Description	Road Sign Only, Engineer Grade	HI Road Sign Only, Prismatic Sheeting	Hardware (OPTIONAL)	
12 inch x 18 inch	\$ 23.25 each	\$ 28.20 each	\$ No BID	
12 inch x 36 inch	\$ 31.10 each	\$ 35.80 each	\$	
18 inch x 24 inch	\$ 31.10 each	\$ 35.80 each		
18 inch x 48 inch	\$ 49.25 each	\$ 67.25 each		
24 inch x 24 inch	\$ 37.50 each	\$ 49.95 each		
24 inch x 30 inch	\$ 43.85 each	\$ 57.10 each		
24 inch x 48 inch	\$ 68.85 each	\$ 93.25 each		
24 inch x 60 inch	\$ 96.60 each	\$ 128.10 each		
30 inch x 30 inch	\$ 61.00 each	\$ 76.75 each		
30 inch x 36 inch	\$ 65.40 each	\$ 88.10 each		
30 inch x 48 inch	\$ 80.25 each	\$ 112.90 each		
30 inch x 60 inch	\$ 98.20 each	\$ 134.50 each		\$ No BID

Size and Description, continued	Road Sign Only, Engineer Grade	Road Sign Only, HSP Prismatic Sheeting	Hardware (OPTIONAL)
30 inch x 30 inch x 30 inch	\$ 105.00 each	\$ 120.80 each	\$ No BID
36 inch x 36 inch	\$ 74.85 each	\$ 101.00 each	\$
36 inch x 48 inch	\$ 92.50 each	\$ 128.00 each	\$
30 inch STOP SIGN	\$ 29.75 each	\$ 36.10 each	\$
6 inch x 18 inch STREET SIGN Covered engineer grade reflective sheeting, green	\$ 26.50 each	\$ 32.00 each	\$
6 inch x 24 inch STREET SIGN Covered engineer grade reflective sheeting, green	\$ 28.10 each	\$ 35.50 each	\$

Section B: Optional, Custom Signage:

Cost for Prismatic Sheeting, by Square Inch: \$ NO BID

Cost for engineer grade, by Square Inch: \$ NO BID

Cost for optional hardware, as applicable: \$ NO BID

Section C: Road Markers:

Size and Description (as applicable)	Road Marker Only	Hardware (Optional, if applicable)	Marker w/ Hardware Total
HSP sheeting only 6 inch x 3 inch yellow sheeting	\$ 1-25 each	\$ N/A	\$ N/A
62 inches 48 inches carsonite Road marker w/ 6x3" HSP sheeting	\$ 16-24 each	\$ N/A	\$ N/A

Quantity per case, as applicable: 20 carsonite Road markers

Option: Minimum quantity for discount pricing, if applicable: N/A

Specify any additional costs: _____

Vendor shall include standard pricing schedule, if available, with submission.

Any comments, additions, and/or exclusions shall be provided on separate page(s).

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other offerer, 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. And further, that the manager, secretary or other agent or officer signing this Bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

NAME OF BUSINESS: ROADRUNNER TRAFFIC SUPPLY, INC.

ADDRESS: P. O. Box 122837

CITY/STATE/ZIP: Fort Worth, TX 76121

OFFICE PHONE: 817.244-0305 FAX PHONE: 817.244.4819

CELL PHONE: _____ EMAIL: roadrunnerteresa@sbcglobal.net

AUTHORIZED SIGNATURE: Marilyn Edlund

PRINTED NAME: Marilyn Edlund

Lightie Eric
P.O. Box 3
Frankfort, OH 45628



Road of Steel Markers
Johnson County
RFB 2013-302
DUE: DEC 27, 2012
2:00 PM

CITY
DEPT
ATTN: Z B
TX 7



1000



75031

U.S. POSTAGE
FRANKFORD, OH
DEC 27, 2012
HUNTING
\$1.50
00079624-02

LIGHTLE ENTERPRISES OF OHIO, LLC

P. O. Box 329
Frankfort, OH 45628-0329
PH 740-998-5363
FAX 740-998-5364
E-Mail: info@lightleenterprises.com

To Whom it may concern,

We have enclosed a self-addressed stamped envelope for your convenience. Please send us a copy of the bid tabulations at your earliest convenience.

Thank You.

**RFB 2013-302
ROAD SIGNS AND MARKERS
FOR JOHNSON COUNTY**

ADDENDUM A

QUERIES AND CLARIFICATIONS

Below is a list of questions submitted regarding the specifications:

- 1) Please provide any estimate on the quantities that will be needed.
 - a. Answer: Last fiscal, Johnson County spent approximately \$24,000.00 for road signs and markers.
- 2) Is it possible that the County will award each section separately?
 - a. Answer: Yes.
- 3) If that is the case, can a supplier no-bid a section and still be considered for another?
 - a. Answer: Yes.
- 4) Should pricing include freight?
 - a. Answer: Quote Sheet states "Specify any additional costs".
- 5) What hardware is referenced on Section 'C: Road Markers'?
 - a. Answer: This refers to any associated hardware as may be required to install/post quoted road markers.
- 6) Are the Sec C: Road Markers also known as 'channelizers'?
 - a. Answer: The road markers referred to in Section C may be referred to as channelizers. Please refer to Section C for description.

Contact Johnson County Purchasing at (817) 556-6384 or PUR@johnsoncountytexas.org for questions or more information. Vendors may submit questions until September 10, 2012.

The due date for all submissions is December 27, 2012 NO LATER THAN 2:00 P.M. to be delivered to:

Johnson County Purchasing Office
1102 E. Kilpatrick Suite B
Cleburne, TX 76031

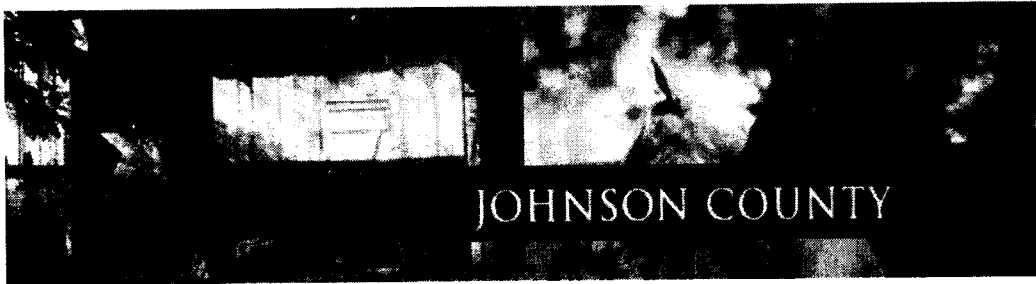
VENDOR NAME

Little Enterprises of Ohio, LLC

REQUEST FOR BID

Road Signs and Road Markers

JOHNSON COUNTY



RFB 2013-302

DUE DATE: December 27, 2012

BY 2:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF BIDS: Five (5) complete sets of all bid documents (original and four (4) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Jamie Brockway, M.B.A., CPPO, A.P.P., Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed bids shall be received no later than: 2:00 P.M., December 27, 2012.

MARK ENVELOPE: RFB 2013-302 FOR ROAD SIGNS AND ROAD MARKERS FOR JOHNSON COUNTY.

LATE PROPOSALS: Bids received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

BID SHALL INCLUDE: This RFB and all additional documents submitted. Each bid shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Bid and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this bid. Vendors are invited to attend.

If vendor does not wish to submit a bid at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the bid opening. Results will be sent to those who submitted a bid.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the right to reject any or all bids as it may deem to be in the best interests of Johnson County.

Receipt of any bid shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose bid is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for bids. Johnson County also reserves the right to award all or part of a bid unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson 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 Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of bids, and vendor so agrees upon submittal of vendor's bid. Bids may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

BIDS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. All submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the bid and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the bid shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be in written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of this request for bid will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFB, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFB. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFB specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFB and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFB. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

BID MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest

standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and,
5. Be otherwise qualified and eligible to receive an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: **Johnson County requests vendor to submit, with this RFB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHOULD BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.**

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFB. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees 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 vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment

with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: **The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized**

to communicate, by any means, information or suggestions regarding or resembling this RFB throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meets in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFB, in whole or in part, without the prior written consent of Johnson County.

SILENCE OF SPECIFICATION: The apparent silence of these 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.

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage
2. Automobile Liability
 - \$ 1,000,000.00 each accident Combined Single Liability

\$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for bid for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this bid.

ANY QUESTIONS relating to this Request for Bid and Specification(s) shall be directed to Jamie Brockway, M.B.A., CPPO, A.P.P., Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**RFB 2013-302: Road Signs and Road Markers
For Johnson County**

Scope and Intent: These specifications cover the purchase of aluminum road signs and markers, including hardware and custom signage, for Johnson County for a ten (10) month period, effective January 1, 2013 to September 30, 2013, with an option to renew for two (2) additional one (1) year periods, effective October 1 to September 30. Johnson County reserves the right to reject any and all bids and/or to purchase from any State contract and/or inter-local agreements. Acceptance of this bid by Commissioners' Court shall constitute a contract between Johnson County and vendor.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be in written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

Requirements

To provide various standard and custom road signs and markers, with or without hardware, with the requirements and specifications as follows:

1. Signage shall consist of, but is not limited to, Construction Zone signs, Speed Limit signs, Bridge signs, Regulatory signs (Traffic Control signs), and Warning signs;
2. Johnson County shall have the option to order hardware for signs and markers separately or together;
3. All signs and markers must be MUTCD compliant;
4. County shall not be required to place minimum orders;
5. Vendor may submit minimum quantities for discount pricing;
6. Signs shall be delivered within 14 DAYS OF ORDER DATE, unless otherwise arranged in writing by ordering department; and,
7. All signs and markers must meet Texas Department of Transportation specifications.

Specifications

Section A: Standard Road Signs

1. Bidder may include the hardware for all road signs as an option;
2. All signs will be two (2) colors;
3. Signs should be engineer grade aluminum and a minimum of .080 gauge of thickness; and,

4. All signs are to be reflective, as designated by ordering department, as either:
 - a. Prismatic Sheeting as defined by MUTCD; or,
 - b. Engineer grade reflectivity.

Section B: Custom Road Signs, Optional

1. Johnson County may order custom signage in relationship to Road Signs on an as needed basis;
2. If Vendor is able to supply custom signage, Vendor shall quote custom signage on an individual, as needed, basis;
3. Vendor may include the hardware for all custom road signs as an option;
4. Ordering department shall specify size, quantity and reflectivity when submitting quote request;
5. All signs are to reflective, as designated by ordering department, as either:
 - a. Prismatic Sheeting as defined by MUTCD; or,
 - b. Engineer grade reflectivity; and,
6. Vendor shall bid by the square inch.

Section C: Road Markers

1. Road markers shall be a single piece marker, capable of simple, permanent installation by one person. They are to be used for on/off ramps, curves, bridges and other high impact areas;
2. Road markers must be durable and flexible and must be made of material that will withstand vehicle impacts and any type of weather element;
3. Road markers shall exhibit good workmanship and not discolor;
4. Road markers shall be white in color;
5. Road markers shall be:
 - a. A minimum of 3.75 inches in width;
 - b. A minimum of 48" to 72" in length, as required; and,
 - c. A minimum of 2 lbs in weight.

6. Road markers shall be capable of being self-erect and remain functional after being subjected to a series of high speed vehicle impacts;
7. Road markers shall be equipped with high intensity yellow reflective sheeting;
8. High intensity reflective sheeting shall be:
 - a. Three (3) inches by six (6) inches; and,
 - b. Shall meet MUTCD requirements.
9. Vendor shall specify quantity per case, if applicable.

**RFB 2013-302: Road Signs and Markers
Quote Sheet**

Vendor shall have the ability to fulfill orders for road signs and markers as described in this proposal. Having read and understood the Instructions, Terms of Contract, and specifications, vendor submits the following:

Section A: Road Signs

Size and Description	Road Sign Only, Engineer Grade	Road Sign Only, Prismatic Sheeting	Hardware (OPTIONAL)
12 inch x 18 inch	\$ 7.22	\$ 7.45	Quoting 5/16" x 2 1/2" \$ stainless steel w/ 2 Flat washers, Nylon Washer, Lock washers + Hex nut
12 inch x 36 inch	\$ 14.45	\$ 14.90	\$ 87.00/100
18 inch x 24 inch	\$ 14.45	\$ 14.90	\$
18 inch x 48 inch	\$ 28.89	\$ 29.79	\$
24 inch x 24 inch	\$ 19.26	\$ 19.86	\$
24 inch x 30 inch	\$ 24.08	\$ 24.82	\$
24 inch x 48 inch	\$ 38.52	\$ 39.72	\$
24 inch x 60 inch	\$ 48.15	\$ 49.65	\$
30 inch x 30 inch	\$ 30.09	\$ 31.03	\$
30 inch x 36 inch	\$ 36.11	\$ 37.24	\$
30 inch x 48 inch	\$ 48.15	\$ 49.65	\$
30 inch x 60 inch	\$ 60.19	\$ 62.06	\$

Size and Description, continued	Road Sign Only, Engineer Grade	Road Sign Only, Prismatic Sheeting	Hardware (OPTIONAL)
30 inch x 30 inch x 30 inch	\$ 15.89	\$ 16.40	\$ 87.00/100
36 inch x 36 inch	\$ 43.34	\$ 44.69	\$
36 inch x 48 inch	\$ 57.78	\$ 59.58	\$
30 inch STOP SIGN	\$ 28.50	\$ 29.50	\$
6 inch x 18 inch STREET SIGN Covered engineer grade reflective sheeting, green	\$ 4.60	\$ 5.10	\$
6 inch x 24 inch STREET SIGN Covered engineer grade reflective sheeting, green	\$ 6.20	\$ 6.90	\$

Section B: Optional, Custom Signage:

Cost for Prismatic Sheeting, by Square Inch: \$ 0.07

Cost for engineer grade, by Square Inch: \$ 0.06

Cost for optional hardware, as applicable: \$ 87.00/100

Section C: Road Markers:

Size and Description (as applicable)	Road Marker Only	Hardware (Optional, if applicable)	Marker w/ Hardware Total
6 inch x 3 inch <i>Quoting U.T. Sheeting</i>	\$ 0.90	\$ Not Required	\$
48 inches <i>Quoting CRM</i>	\$ 13.60	\$ Not Required	\$

Quantity per case, as applicable: 20

Option: Minimum quantity for discount pricing, if applicable: Orders over 5000.00 ^{deduct 3%} ~~Less 3%~~

Specify any additional costs: 3-Color Signs - Add \$0.50 per Sq. Ft.

Vendor shall include standard pricing schedule, if available, with submission.

Any comments, additions, and/or exclusions shall be provided on separate page(s).

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other offerer, 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. And further, that the manager, secretary or other agent or officer signing this Bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

NAME OF BUSINESS: Lightle Enterprises of Ohio LLC

ADDRESS: P.O. Box 329

CITY/STATE/ZIP: Frankfort, Ohio 45628

OFFICE PHONE: 740-998-5363 FAX PHONE: 740-998-5364

CELL PHONE: 740-~~998~~-703-6740 EMAIL: dlightle@lightleenterprises.com

AUTHORIZED SIGNATURE: David R Lightle

PRINTED NAME: David R. Lightle

Extremely Urgent

Visit ups.com or call 1-800-425-9877 to schedule a pickup of your package.

Domestic Shipments
• To qualify for the Letter rate, UPS Express Envelopes must weigh 8 oz. or less, weigh 8 oz. or less. UPS Express Envelopes weighing more than 8 oz. will be billed by weight.

International Shipments
• The UPS Express Envelope may be used for international shipments. Visit ups.com/international for more information.

• To qualify for the Letter rate, the UPS Express Envelope must weigh 8 oz. or less. UPS Express Envelopes weighing more than 8 oz. will be billed by weight.

JOHNSON COUNTY
1102 E KILPATRICK ST
STE B
CLEBURNE TX 76031-1902

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123X690003688 8910
DEC 13 09:10:28 2012

42-5877)
t you.

FROM DAVID BEVIACQUA
SALES MANAGER
VULCAN SIGNS
408 EAST BERRY AVENUE
FOLEY, ALABAMA 36535



A PART OF **Vulcan, Inc.**
"An Employee Owned Company!"

SHIP TO
JOHNSON COUNTY
PURCHASING
1102 E. KILPATRICK, SUITE B
CLEBURNE, TX 76031

ATTN: PURCHASING AGENT
#042,556.6384

"SEALED BID"
BID NO.: 2013-302
BID DUE: 12/27/2012 @ 2:00 PM
BID FOR: ROAD SIGNS AND ROAD MARKERS

FORM NO. OVP-308

International Shipping Notice - Carriage hereunder may be subject to the rules relating to liability and other terms and/or conditions established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air (the "Warsaw Convention") and/or the Convention on the Contract for the International Carriage of Goods by Road (the "CMR Convention"). These commodities, technology or software were exported from the U.S. in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

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Apply shipping labels on this side.

Do not use this envelope for

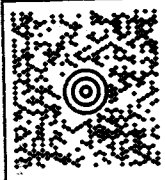
1 OF 1

1 LBS

PLANT 823-1841
VULCAN SIGNS
408 EAST BERRY AVENUE
FOLEY AL 36536-2833

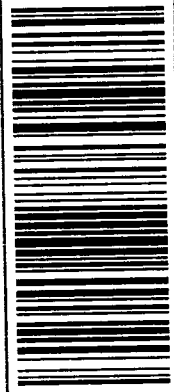
SHIP TO:
PURCHASING AGENT
(817) 556-6384
JOHNSON COUNTY
PURCHASING DEPARTMENT
SUITE B
1102 E. KILPATRICK ST
CLEBURNE TX 76031

TX 761 9-70



UPS GROUND

TRACKING #: 1Z 3X5 309 03 6383 8919



BILLING: P/P

REF 1: DAVID B-4403

US 15.0.16 LP2844 33.0R 10/2012

NEVER USE THIS ENVELOPE FOR THE SHIPMENT OF PERISHABLES, FLAMMABLES, OR OTHER HAZARDOUS MATERIALS. THE USE OF THIS ENVELOPE FOR SUCH SHIPMENTS IS PROHIBITED. THE USER ASSUMES ALL LIABILITY FOR SUCH SHIPMENTS.

010195101 1/10 PAC United Parcel Service, Louisville, KY

3VS-20

Vulcan Signs

P. O. Box 1850 • Foley, Alabama 36536-1850
"An Employee Owned Company!"



ADDRESS SERVICE REQUESTED

FROM DAVID BEVIACQUA
SALES MANAGER
VULCAN SIGNS
408 EAST BERRY AVENUE
FOLEY, ALABAMA 36535

A PART OF **Vulcan, Inc.**
"An Employee Owned Company!"

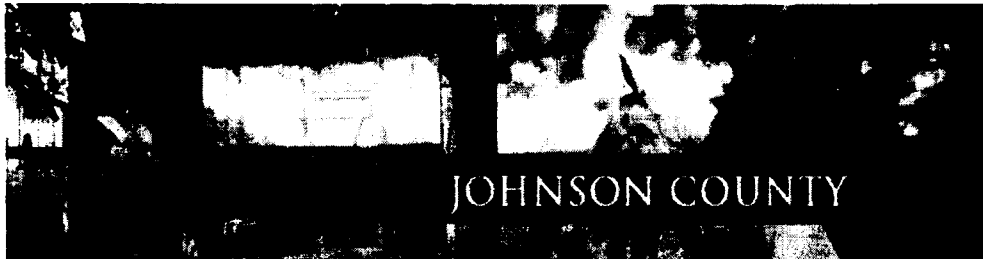


SHIP JOHNSON COUNTY
TO PURCHASING
1102 E. KILPATRICK, SUITE B
CLEBURNE, TX 76031
ATTN: PURCHASING AGENT
#817.668.8384

"SEALED BID"
BID NO.: 2013-302
BID DUE: 12/27/2012 @ 2:00 PM
BID FOR: ROAD SIGNS AND ROAD MARKERS

VENDOR NAME
VULCAN SIGNS

REQUEST FOR BID
Road Signs and Road Markers
JOHNSON COUNTY



RFB 2013-302
DUE DATE: December 27, 2012
BY 2:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF BIDS: Five (5) complete sets of all bid documents (original and four (4) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Jamie Brockway, M.B.A., CPPO, A.P.P., Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed bids shall be received no later than: 2:00 P.M., December 27, 2012.

MARK ENVELOPE: RFB 2013-302 FOR ROAD SIGNS AND ROAD MARKERS FOR JOHNSON COUNTY.

LATE PROPOSALS: Bids received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

BID SHALL INCLUDE: This RFB and all additional documents submitted. Each bid shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Bid and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this bid. Vendors are invited to attend.

If vendor does not wish to submit a bid at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the bid opening. Results will be sent to those who submitted a bid.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the right to reject any or all bids as it may deem to be in the best interests of Johnson County.

Receipt of any bid shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose bid is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for bids. Johnson County also reserves the right to award all or part of a bid unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson 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 Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of bids, and vendor so agrees upon submittal of vendor's bid. Bids may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

BIDS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. All submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the bid and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the bid shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be in written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of this request for bid will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFB, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFB. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFB specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFB and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFB. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

BID MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest

standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and,
5. Be otherwise qualified and eligible to receive an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: **Johnson County requests vendor to submit, with this RFB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHOULD BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.**

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFB. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees 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 vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment

with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: **The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized**

to communicate, by any means, information or suggestions regarding or resembling this RFB throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meets in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFB, in whole or in part, without the prior written consent of Johnson County.

SILENCE OF SPECIFICATION: The apparent silence of these 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.

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability
 - \$ 1,000,000.00 each accident Combined Single Liability

\$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for bid for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this bid.

ANY QUESTIONS relating to this Request for Bid and Specification(s) shall be directed to Jamie Brockway, M.B.A., CPPO, A.P.P., Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**RFB 2013-302: Road Signs and Road Markers
For Johnson County**

Scope and Intent: These specifications cover the purchase of aluminum road signs and markers, including hardware and custom signage, for Johnson County for a ten (10) month period, effective January 1, 2013 to September 30, 2013, with an option to renew for two (2) additional one (1) year periods, effective October 1 to September 30. Johnson County reserves the right to reject any and all bids and/or to purchase from any State contract and/or inter-local agreements. Acceptance of this bid by Commissioners' Court shall constitute a contract between Johnson County and vendor.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be in written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

Requirements

To provide various standard and custom road signs and markers, with or without hardware, with the requirements and specifications as follows:

1. Signage shall consist of, but is not limited to, Construction Zone signs, Speed Limit signs, Bridge signs, Regulatory signs (Traffic Control signs), and Warning signs;
2. Johnson County shall have the option to order hardware for signs and markers separately or together;
3. All signs and markers must be MUTCD compliant;
4. County shall not be required to place minimum orders;
5. Vendor may submit minimum quantities for discount pricing;
6. Signs shall to be delivered within 14 DAYS OF ORDER DATE, unless otherwise arranged in writing by ordering department; and,
7. All signs and markers must meet Texas Department of Transportation specifications.

Specifications

Section A: Standard Road Signs

1. Bidder may include the hardware for all road signs as an option;
2. All signs will be two (2) colors;
3. Signs should be engineer grade aluminum and a minimum of .080 gauge of thickness; and,

4. All signs are to be reflective, as designated by ordering department, as either:
 - a. Prismatic Sheeting as defined by MUTCD; or,
 - b. Engineer grade reflectivity.

Section B: Custom Road Signs, Optional

1. Johnson County may order custom signage in relationship to Road Signs on an as needed basis;
2. If Vendor is able to supply custom signage, Vendor shall quote custom signage on an individual, as needed, basis;
3. Vendor may include the hardware for all custom road signs as an option;
4. Ordering department shall specify size, quantity and reflectivity when submitting quote request;
5. All signs are to be reflective, as designated by ordering department, as either:
 - a. Prismatic Sheeting as defined by MUTCD; or,
 - b. Engineer grade reflectivity; and,
6. Vendor shall bid by the square inch.

Section C: Road Markers

1. Road markers shall be a single piece marker, capable of simple, permanent installation by one person. They are to be used for on/off ramps, curves, bridges and other high impact areas;
2. Road markers must be durable and flexible and must be made of material that will withstand vehicle impacts and any type of weather element;
3. Road markers shall exhibit good workmanship and not discolor;
4. Road markers shall be white in color;
5. Road markers shall be:
 - a. A minimum of 3.75 inches in width;
 - b. A minimum of 48" to 72" in length, as required; and,
 - c. A minimum of 2 lbs in weight.

6. Road markers shall be capable of being self-erect and remain functional after being subjected to a series of high speed vehicle impacts;
7. Road markers shall be equipped with high intensity yellow reflective sheeting;
8. High intensity reflective sheeting shall be:
 - a. Three (3) inches by six (6) inches; and,
 - b. Shall meet MUTCD requirements.
9. Vendor shall specify quantity per case, if applicable.

**RFB 2013-302: Road Signs and Markers
Quote Sheet**

Vendor shall have the ability to fulfill orders for road signs and markers as described in this proposal. Having read and understood the Instructions, Terms of Contract, and specifications, vendor submits the following:

Section A: Road Signs

Size and Description	Road Sign Only, Engineer Grade	Road Sign Only, Prismatic Sheeting	Hardware (OPTIONAL)
12 inch x 18 inch	\$ 5.52	\$ 6.50	\$
12 inch x 36 inch	\$ 11.13	\$ 12.80	\$
18 inch x 24 inch	\$10.72	\$ 12.53	\$
18 inch x 48 inch	\$ 20.82	\$ 24.48	\$
24 inch x 24 inch	\$ 14.25	\$ 16.65	\$
24 inch x 30 inch	\$ 17.82	\$ 20.82	\$
24 inch x 48 inch	\$ 28.67	\$ 33.46	\$
24 inch x 60 inch	\$ 34.70	\$ 40.80	\$
30 inch x 30 inch	\$ 22.03	\$ 25.81	\$
30 inch x 36 inch	\$ 26.68	\$ 31.19	\$
30 inch x 48 inch	\$ 35.76	\$ 41.75	\$
30 inch x 60 inch	\$ 44.40	\$ 51.92	\$

Size and Description, continued	Road Sign Only, Engineer Grade	Road Sign Only, Prismatic Sheeting	Hardware (OPTIONAL)
30 inch x 30 inch x 30 inch	\$ 11.08	\$ 13.35	\$
36 inch x 36 inch	\$ 32.08	\$ 37.48	\$
36 inch x 48 inch	\$ 41.64	\$ 48.96	\$
30 inch STOP SIGN	\$ 20.34	\$ 24.24	\$
6 inch x 18 inch STREET SIGN Covered engineer grade reflective sheeting, green	\$ 4.33 NO COPY	\$ 5.59	\$
6 inch x 24 inch STREET SIGN Covered engineer grade reflective sheeting, green	\$ 5.76 NO COPY	\$ 7.43	\$

Section B: Optional, Custom Signage:

Cost for Prismatic Sheeting, by Square Inch: \$.045

Cost for engineer grade, by Square Inch: \$.041

Cost for optional hardware, as applicable: \$ NO BID

Section C: Road Markers:

Size and Description (as applicable)	Road Marker Only	Hardware (Optional, if applicable)	Marker w/ Hardware Total
6 inch x 3 inch	\$ NO BID	\$ NO BID	\$
48 inches	\$ NO BID	\$ NO BID	\$

Quantity per case, as applicable: _____

Option: Minimum quantity for discount pricing, if applicable: _____

Specify any additional costs: _____

Vendor shall include standard pricing schedule, if available, with submission.

Any comments, additions, and/or exclusions shall be provided on separate page(s).

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other offerer, 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. And further, that the manager, secretary or other agent or officer signing this Bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

NAME OF BUSINESS: VULCAN SIGNS

ADDRESS: P.O. BOX 1850

CITY/STATE/ZIP: FOLEY, ALABAMA 36536-1850

OFFICE PHONE: 800.633.6845 FAX PHONE: 251.943.1544

CELL PHONE: _____ EMAIL: vulcan3@vulcaninc.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: DAVID B. BEVIACQUA, SALES MANGER

NOTE: WE TAKE EXCEPTION TO 14 DAY DELIVERY.
SHIPMENT 15-30 DAYS ARO.



408 East Berry Avenue • P.O. Box 1850 • Foley, Alabama 36536-1850
(251) 943-1541 • FAX (251) 943-1544 • E-mail: vulcan3@vulcaninc.com • Website: www.vulcaninc.com

CUSTOMER REFERENCES

City of Richardson, TX
1260 Columbia Drive
Richardson, TX 75081

Mr. Larry McInis
Traffic Operations Manager
(972) 744-4460
FAX (972) 783-7251

City of College Station, TX
P.O. Box 9960
College Station, TX 77840

Mr. Doug Payne
(979) 764-3847
FAX (979) 764-3851

City of Brenham, TX
P.O. Box 1059
Brenham, TX 77833

Bubba Herrin
Street Department
(979) 451-9034
FAX (979) 337-7228

Travis County, TX
P.O. Box 1748
Austin, TX 78767

Mr. Paul Garcia
Sign Shop
(512) 854-9009
FAX (512) 854-9012

Brazoria County, TX
P.O. Box 998
Clute, TX 77531

Mr. Jerry Sirmans
Road & Bridge
(979) 265-3953
FAX (979) 265-5409



P.O. Box 1850 • 408 East Berry Avenue • Foley, Alabama 36536-1850
251.943.1541 • FAX 251.943.1544 • E-mail: vulcan3@vulcaninc.com • Web Site: www.vulcaninc.com

To:	Date:	12/11/2012
Johnson County, Texas	Your Ref.:	RFB 2013-302
	Bid Opened:	12/27/2012 @ 2:00pm
	Item(s):	Road Signs and Road Markers

We submitted a quotation on the above referenced bid.

Has the award been made? Yes _____ No _____. Would you please furnish us with a tabulation of bids? A self-addressed, postage paid envelope has been enclosed for your convenience. Please call us toll free at 1.800.633.6845, should you have any questions concerning our quotation.

Thank you very much for the opportunity to quote on this requirement. We certainly appreciate your courtesy and cooperation.

Very truly yours,

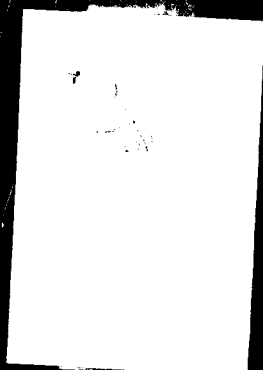
VULCAN SIGNS


David B. Beviacqua
Sales Manager

Remarks:

JOHNSON COUNTY PURCHASING
1102 E. KILPATRICK ST
CLEBURNE TX 76031
P. 661 977 S. COWBOY BL
TERY 4184
12760061038613
MUN4TXK TXPTM159 DEC 20 07:21:43 2012
US 7611 HIP 12.1.0 204808

SA-SO 3 LBS 1 OF 1
WEST PARKWAY
SHIP TO:
JAMIE BROCK WAY PURCHASING AGENT
JOHNSON COUNTY PURCHASING
1122 E. KILPATRICK SUITE B
CLEBURNE TX 76031
TX 761 9-70
UPS GROUND
PACKING #: 12 750 061 03 6613 1441
REF 1:RFB 2013-302
US 15 0 16 LP2834 33 04 10 2012



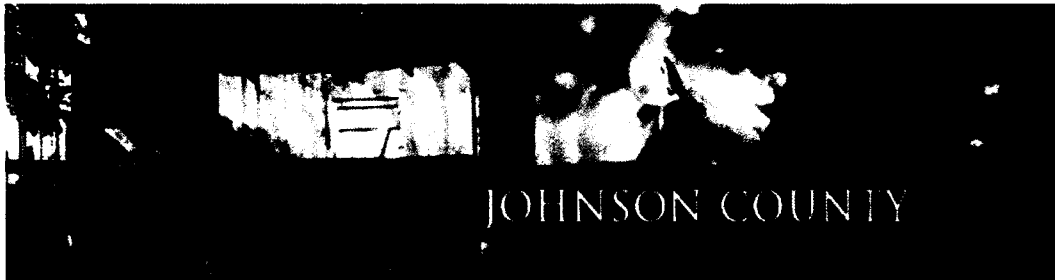
ORIGINAL

VENDOR NAME
ACP International
dba SA-50

REQUEST FOR BID

Road Signs and Road Markers

JOHNSON COUNTY



RFB 2013-302
DUE DATE: December 27, 2012
BY 2:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF BIDS: Five (5) complete sets of all bid documents (original and four (4) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Jamie Brockway, M.B.A., CPPO, A.P.P., Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed bids shall be received no later than: 2:00 P.M., December 27, 2012.

MARK ENVELOPE: RFB 2013-302 FOR ROAD SIGNS AND ROAD MARKERS FOR JOHNSON COUNTY.

LATE PROPOSALS: Bids received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

BID SHALL INCLUDE: This RFB and all additional documents submitted. Each bid shall be place in a sealed envelope, signed by a person having authority to bind the firm in a contract and marked clearly on the outside as directed in the COVER SHEET. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

The enclosed Request for Bid and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this bid. Vendors are invited to attend.

If vendor does not wish to submit a bid at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the bid opening. Results will be sent to those who submitted a bid.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the right to reject any or all bids as it may deem to be in the best interests of Johnson County.

Receipt of any bid shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose bid is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for bids. Johnson County also reserves the right to award all or part of a bid unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson 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 Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of bids, and vendor so agrees upon submittal of vendor's bid. Bids may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

BIDS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. All submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the bid and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the bid shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be in written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of this request for bid will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFB, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFB. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFB specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFB and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFB. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

BID MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest

standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and,
5. Be otherwise qualified and eligible to receive an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: Johnson County requests vendor to submit, with this RFB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHOULD BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VENDOR SHALL PROVIDE with this response, all documentation required by this RFB. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees 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 vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment

with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized

to communicate, by any means, information or suggestions regarding or resembling this RFB throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. The Johnson County Commissioners' Court meets in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted. In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFB, in whole or in part, without the prior written consent of Johnson County.

SILENCE OF SPECIFICATION: The apparent silence of these 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.

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage
2. Automobile Liability
 - \$ 1,000,000.00 each accident Combined Single Liability

\$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for bid for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this bid.

ANY QUESTIONS relating to this Request for Bid and Specification(s) shall be directed to Jamie Brockway, M.B.A., CPPO, A.P.P., Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

RFB 2013-302: Road Signs and Road Markers
For Johnson County

Scope and Intent: These specifications cover the purchase of aluminum road signs and markers, including hardware and custom signage, for Johnson County for a ten (10) month period, effective January 1, 2013 to September 30, 2013, with an option to renew for two (2) additional one (1) year periods, effective October 1 to September 30. Johnson County reserves the right to reject any and all bids and/or to purchase from any State contract and/or inter-local agreements. Acceptance of this bid by Commissioners' Court shall constitute a contract between Johnson County and vendor.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be in written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

Requirements

To provide various standard and custom road signs and markers, with or without hardware, with the requirements and specifications as follows:

1. Signage shall consist of, but is not limited to, Construction Zone signs, Speed Limit signs, Bridge signs, Regulatory signs (Traffic Control signs), and Warning signs;
2. Johnson County shall have the option to order hardware for signs and markers separately or together;
3. All signs and markers must be MUTCD compliant;
4. County shall not be required to place minimum orders;
5. Vendor may submit minimum quantities for discount pricing;
6. Signs shall to be delivered within 14 DAYS OF ORDER DATE, unless otherwise arranged in writing by ordering department; and,
7. All signs and markers must meet Texas Department of Transportation specifications.

Specifications

Section A: Standard Road Signs

1. Bidder may include the hardware for all road signs as an option;
2. All signs will be two (2) colors;
3. Signs should be engineer grade aluminum and a minimum of .080 gauge of thickness; and,

4. All signs are to be reflective, as designated by ordering department, as either:
 - a. Prismatic Sheeting as defined by MUTCD; or,
 - b. Engineer grade reflectivity.

Section B: Custom Road Signs, Optional

1. Johnson County may order custom signage in relationship to Road Signs on an as needed basis;
2. If Vendor is able to supply custom signage, Vendor shall quote custom signage on an individual, as needed, basis;
3. Vendor may include the hardware for all custom road signs as an option;
4. Ordering department shall specify size, quantity and reflectivity when submitting quote request;
5. All signs are to be reflective, as designated by ordering department, as either:
 - a. Prismatic Sheeting as defined by MUTCD; or,
 - b. Engineer grade reflectivity; and,
6. Vendor shall bid by the square inch.

Section C: Road Markers

1. Road markers shall be a single piece marker, capable of simple, permanent installation by one person. They are to be used for on/off ramps, curves, bridges and other high impact areas;
2. Road markers must be durable and flexible and must be made of material that will withstand vehicle impacts and any type of weather element;
3. Road markers shall exhibit good workmanship and not discolor;
4. Road markers shall be white in color;
5. Road markers shall be:
 - a. A minimum of 3.75 inches in width;
 - b. A minimum of 48" to 72" in length, as required; and,
 - c. A minimum of 2 lbs in weight.

6. Road markers shall be capable of being self-erect and remain functional after being subjected to a series of high speed vehicle impacts;
7. Road markers shall be equipped with high intensity yellow reflective sheeting;
8. High intensity reflective sheeting shall be:
 - a. Three (3) inches by six (6) inches; and,
 - b. Shall meet MUTCD requirements.
9. Vendor shall specify quantity per case, if applicable.

RFB 2013-302: Road Signs and Markers
Quote Sheet

Vendor shall have the ability to fulfill orders for road signs and markers as described in this proposal. Having read and understood the Instructions, Terms of Contract, and specifications, vendor submits the following:

Section A: Road Signs

Size and Description	Road Sign Only, Engineer Grade	Road Sign Only, Prismatic Sheeting	Hardware (OPTIONAL)
12 inch x 18 inch	\$ 11.31	\$ 12.90	\$
12 inch x 36 inch	\$ 18.60	\$ 21.80	\$
18 inch x 24 inch	\$ 18.60	\$ 21.80	\$
18 inch x 48 inch	\$ 37.20	\$ 43.60	\$
24 inch x 24 inch	\$ 26.10	\$ 30.40	\$
24 inch x 30 inch	\$ 31.00	\$ 36.33	\$
24 inch x 48 inch	\$ 46.93	\$ 55.47	\$
24 inch x 60 inch	\$ 59.33	\$ 70.00	\$
30 inch x 30 inch	\$ 37.08	\$ 45.08	\$
30 inch x 36 inch	\$ 44.50	\$ 52.50	\$
30 inch x 48 inch	\$ 59.33	\$ 70.00	\$
30 inch x 60 inch	\$ 74.16	\$ 87.50	\$

Size and Description, continued	Road Sign Only, Engineer Grade	Road Sign Only, Prismatic Sheeting	Hardware (OPTIONAL)
30 inch x 30 inch x 30 inch	\$ 37.08	\$ 45.08	\$
36 inch x 36 inch	\$ 51.80	\$ 61.40	\$
36 inch x 48 inch	\$ 69.06	\$ 81.87	\$
30 inch STOP SIGN	\$ 37.08	\$ 45.08	\$
6 inch x 18 inch STREET SIGN Covered engineer grade reflective sheeting, green	\$ 12.65	\$ 14.25	\$
6 inch x 24 inch STREET SIGN Covered engineer grade reflective sheeting, green	\$ 14.20	\$ 16.33	\$

Section B: Optional, Custom Signage:

Cost for Prismatic Sheeting, by Square Inch:

\$ 0.05 / sq

Cost for engineer grade, by Square Inch:

\$ 0.06 / sq

Cost for optional hardware, as applicable:

\$ N/A

Section C: Road Markers:

Size and Description (as applicable)	Road Marker Only	Hardware (Optional, if applicable)	Marker w/ Hardware Total
6 inch x 3 inch	\$	\$	\$
48 inches	\$ 26.92	\$	\$

Quantity per case, as applicable: _____

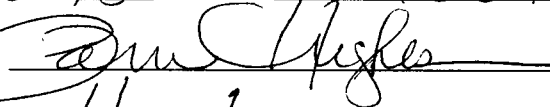
Option: Minimum quantity for discount pricing, if applicable: NONE

Specify any additional costs: None - pricing includes
Shipping

Vendor shall include standard pricing schedule, if available, with submission. 10% OFF ALL
Catalog ITEMS

Any comments, additions, and/or exclusions shall be provided on separate page(s).

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other offerer, 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. And further, that the manager, secretary or other agent or officer signing this Bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

NAME OF BUSINESS: ACP International dba SA-50
ADDRESS: 525 N. Great Southwest PKWY
CITY/STATE/ZIP: Arlington, TX
OFFICE PHONE: 972.641-4911 FAX PHONE: 972.660-3684
CELL PHONE: 469.964-0045 EMAIL: pam@sa-50.com
AUTHORIZED SIGNATURE: 
PRINTED NAME: Pam Hughes

Catalog included

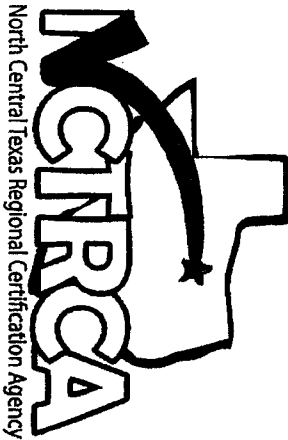
SA-SO
Government References
RFB 2013-302

City of Austin
Austin Resource Recovery
1520 Rutherford Lane, Bldg 1
Austin, Tx 78754
Shirley Gillespie
Shirley.Gillespie@austintexas.gov
512 974-4306

Texas Department of Public Safety
108 Denson Drive
Austin, TX 78752
Angie Stebano
512 424-7608
angie.stebano@dps.texas.gov

Scott Passmore
City of Reno
195 W Reno Road
Reno, Texas
Azle, TX 76020
817 221-2500
scott.passmore@cityofrenotx.com

Rusty Comer
Denton County Transportation Authority
1660 S Stemmons Fwy Suite 250
Lewisville, Tx 75067
rcomer@dcta.net



North Central Texas Regional Certification Agency

Minority Business Enterprise Certification

ACP International, Inc.

Woman-Owned Business Enterprise

has filed with the Agency an Affidavit as defined by NCTRCA M/WBE Policies & Procedures and is hereby certified
to provide service(s) in the following areas:

339950;

Sign Manufacturing;

February 2012

This Certification is valid beginning _____ and superceded any registration or listing previously issued. This certification must ne updated annually by submission of an Annual Update Affidavit..At any time there is a change in ownership or control of the firm, notification must be made immediately to the North Central Texas Regional Certification Agency.

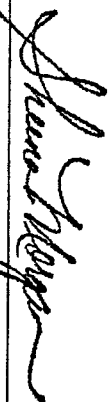
Certificate expiration February 13, 20____

February 12, 20____

Issued date _____, 20____

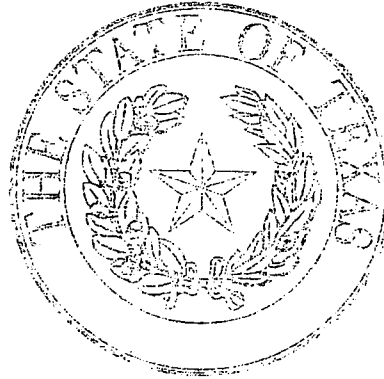
CERTIFICATION NO.

WFWB52442Y0213


Certification Administrator

State of Texas

Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),
hereby certifies that

ACP INTERNATIONAL, INC.

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB) Program
to be recognized as a HUB.

This certificate, printed 14-JAN-2011, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

A handwritten signature in cursive script that reads "Paul A. Gibson".

Certificate/VID Number: 1752286783100
File/Vendor Number: 80135
Approval Date: 08-JAN-2011
Expiration Date: 08-JAN-2015

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement//cmb1/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.