

## Amendment No.3 Contract No. GA150000056 SQUARE STEEL POSTS, ANCHORS, FASTENERS, AND MATERIAL FOR TRAFFIC SIGNS Between ATKORE INTERNATIONAL, INC.

and the CITY OF AUSTIN, TEXAS

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective April 8, 2019 through April 7, 2020. There is one (1) extension option remaining.

| Term  | Action Amount | Total Contract Amount |
|---|---------------|-----------------------|
| Initial Term:<br>April 8, 2015 through April 7, 2017    | \$ 420,000.00 | \$ 420,000.00         |
| Amendment No. 1:<br>April 8, 2017 through April 7, 2018 | \$ 140,000.00 | \$ 560,000.00         |
| Amendment No. 2:<br>Vendor Change: November, 9 2018     | N/A           | \$ 560,000.00         |
| Amendment No. 3:<br>April 8, 2019 through April 7, 2020 | \$ 140,000.00 | \$ 700,000.00         |

- 2.0 MBE/WBE goals were not established for this contract.
- 3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above- referenced contract.

Signature/Date:

**Printed Name:** 

**Authorized Representative** 

Atkore International, Inc. Ron Kress 16100 S. Lathrop Avenue Harvey, IL 512-694-8035 rkress@atkore.com Signature/Date:

Linell Brown, Contract Management Supervisor II

City of Austin Purchasing Office 124 W. 8<sup>th</sup> Street, Ste. 310 Austin, TX 78701 512-974-2020

Martha.hernandez@austintexas.gov



# Amendment No. 2 of Contract No. GA150000056 for Square Steel Posts, Anchors, Fasteners, and Material for Traffic Signs between Allied Tube & Conduit Corporation Dba Allied Tube & Conduit and the The City of Austin

1.0 The Contract is hereby amended as follows: Change name to **Atkore International Inc.** as requested by the Contractor:

|                                 | From  | То                        |
|---------------------------------|---|---------------------------|
| Vendor Name                     | Allied Tube & Conduit<br>Corporation<br>Dba Allied Tube & Conduit | Atkore International Inc. |
| Vendor Code (for City use only) | ALL0142000  | V00000 957151             |
| Vendor Federal<br>Tax ID (FEIN) |   |                           |

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.

Goodin-Brown

Linell Goodin-Brown

Contract Management Supervisor II
City of Austin, Purchasing Office

Date



### Amendment No.1 Contract No.GA150000056 Square Steel Posts, Anchors, Fasteners, and Material for Traffic Signs between Allied Tube & Conduit Corporation dba Allied Tube & Conduit and the City of Austin

- The City hereby exercises the extension option for the above-referenced contract. This extension option will be effective April 8, 2018, to April 7, 2019. Two options remain.
- The price increase submitted by Allied Tube & Conduit Corporation is acceptable. The increase includes a 10% 2.0 increase in the unit price, see attached for new pricing.
- The total Contract amount is increased by \$140,000.00 for the extension option period. The total Contract 3.0 authorization is recapped below:

| Term                                | Action Amount | Total Contract Amount |
|-------------------------------------|---------------|-----------------------|
| Basic Term: 04/08/2017 - 04/07/2018 | \$420,000.00  | \$420,000.00          |
| Amendment No. 1: Option 1           |               |                       |
| 04/08/2018 - 04/07/2019             | \$140,000.00  | \$560,000.00          |

- 4.0 MBE/WBE goals were not established for this contract.
- By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

| BY THE SIGNATURES &        | affixed below, | this Amendment is | hereby incorporated | into and made a | part of the above- |
|----------------------------|----------------|-------------------|---------------------|-----------------|--------------------|
| or force and all an absent |                |                   |                     |                 |                    |

referenced contract

Signature: Printed Name: / 1

**Authorized Representative** 

Allied Tube & Conduit 16100 S Lathrop Ave. Harvey, IL 60426-6021 Signature:

Matthew Duree, Purcurement Supervisor

City of Austin

Purchasing Office

| Vendor Na   | me   |         |            | Allied Tube &         | Conduit     |                          |             |
|-------------|--|---------|------------|-----------------------|-------------|--------------------------|-------------|
| City, State |  |         | Harvey, IL |                       |             |                          |             |
| MBE/WBE     |  |         |            |                       |             |                          |             |
| ITEM NO.    | ITEM DESCRIPTION   | EST QTY | UNIT       | CURRENT UINT<br>PRICE | TOTAL PRICE | 2018 - 2019UNIT<br>PRICE | TOTAL PRICE |
| 1           | Square post, 10 ft x 1 3/4" x 1 3/4"                                   | 5,000   | EACH       | \$14.33               | \$71,650.00 | \$15.76                  | \$78,800.00 |
| 2           | Square post, 11 ft x 1 3/4" x 1 3/4"                                   | 2,500   | EACH       | \$15.75               | \$39,375.00 | \$17.33                  | \$43,325,00 |
| 3           | Square post, 12 ft x 1 3/4" x 1 3/4"                                   | 5,000   | EACH       | \$17.17               | \$85,850.00 | \$18.89                  | \$94,450.00 |
| 4           | Square post, 30" x 2" x 2"   | 15,000  | EACH       | \$5.83                | \$87,450.00 | \$6.41                   | \$96,150.00 |
| 5           | Square post, 36" x 2" x 2"   | 250     | EACH       | \$6.84                | \$1,710.00  | \$7.52                   | \$1,880.00  |
| 6           | Soil Stabilizer anchor (Xcessories Square, part No. ss10-260 or equal) | 250     | EACH       | \$8.49                | \$2,122.50  | \$9.34                   | \$2,335.00  |
| 7           | 3/8 in. aluminum drive rivet with washer                               | 30,000  | EACH       | \$0.55                | \$16,500.00 | \$0.61                   | \$18,300.00 |
| 8           | Corner Bolt (box of 250 count)   | 15,000  | BOX        | \$0.39                | \$5,850.00  | \$0.43                   | \$6,450.00  |
| 9           | Flanged nut for comer bolt (box of 250 count)                          | 15,000  | вох        | \$0.10                | \$1,500.00  | \$0.11                   | \$1,650.00  |
| 10          | Jam nut for corner bolt (box of 250 count)                             | 15,000  | вох        | \$0.08                | \$1,200.00  | \$0.09                   | \$1,350.00  |
| 11          | Rain cap for 1 3/4" square posts                                       | 250     | EACH       | \$1.50                | \$375.00    | \$1.65                   | \$412.50    |
| 12          | Coupler for round to square  | 250     | EACH       | \$12.00               | \$3,000.00  | \$13.20                  | \$3,300.00  |
| 13          | 10 x 3/4 in. Fender Washer (box of 250 count)                          | 20,000  | вох        | \$0.05                | \$1,000.00  | \$0.06                   | \$1,200.00  |
| 14          | 12 ft. x 1 3/4 x 1 3/4 Powder Punched                                  | 500     | EACH       | \$24.98               | \$12,490.00 | \$27.48                  | \$13,740.00 |
| 15          | Blind Rivet Tool   | 16      | EACH       | \$5.00                | \$80.00     | \$5.50                   | \$88.00     |
| 16          | Jumbo Drive Rivet Punch  | 16      | EACH       | \$1.00                | \$16.00     | \$1.10                   | \$17.60     |
| 17          | Knock Out Punch (Slug Punch)   | 16      | EACH       | \$12.50               | \$200.00    | \$13.75                  | \$220.00    |

Lon Kar

April 8, 2015

Allied Tube & Conduit Corporation Aaron Scott Contract Administrator 16100 S. Lathroe Ave. Harvey, IL 60426 telespar@alliedtube.com

Dear Mr. Scott:

The Austin City Council approved the execution of a contract with your company for square steel posts, anchors, fasteners, and material for traffic signs in accordance with the referenced solicitation.

| Responsible Department:           | Austin Transportation                       |
|-----------------------------------|---|
| Department Contact Person:        | Peggy Ybanez                                |
| Department Contact Email Address: | Peggy.ybanez@austintexas.gov                |
| Department Contact Telephone:     | 512-974-7238                                |
| Project Name:                     | Traffic Signs Hardware                      |
| Contractor Name:                  | Allied Tube & Conduit Corporation           |
| Contract Number:                  | MA 2400 GA150000056                         |
| Contract Period:                  | 4/8/15 – 4/7/18                             |
| Dollar Amount                     | \$420,000.00                                |
| Extension Options:                | 3 x 12 Month options (\$140,000 per option) |
| Requisition Number:               | RQM 2400 14101000014                        |
| Solicitation Type & Number:       | IFB GLB0017 REBID                           |
| Agenda Item Number:               | 20  |
| Council Approval Date:            | 3/26/15                                     |

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Georgia L. Billela Buyer II

Billela

City of Austin

Purchasing Office

cc: Peggy Ybanez

Lupe Alvarado Joe Limon

### CONTRACT BETWEEN THE CITY OF AUSTIN ("City") AND ALLIED TUBE & CONDUIT CORPORATION ("Contractor") for

### Square Steel Post, Anchors and Fasteners MA 2400 GA150000056

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Allied Tube & Conduit Corp. having offices at Harvey IL 60426 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB GLB0017 REBID.

### 1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), GLB0017 REBID including all documents incorporated by reference
- 1.1.3 Allied Tube & Conduit Corp Offer, dated 12/31/14, including subsequent clarifications
- 1.2 <u>Order of Precedence</u>. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
  - 1.2.1 This Contract
  - 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
  - 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.
- 1.3 <u>Term of Contract.</u> The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.
- 1.4 <u>Compensation</u>. The Contractor shall be paid a total Not-to-Exceed amount of \$420,000 for the initial Contract term and \$140,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

| Allied Tube & Conduit Corp                         | CITY OF AUSTIN                                     |
|--|--|
|  |  |
| Auron Scott  | Georgia Billela                                    |
| Printed Name of Authorized Person                  | Printed Name of Authorized Person                  |
| ane  | ABull.   |
| Signature  | Signature  |
| Contract Administrator                             | Buyer II   |
| Title:   | Title:   |
| 3-30-2018  | 4/8/15   |
| Date:  | Date:  |
| CITY OF AUSTIN                                     |  |
|  |  |
| Stephen T. Ades  Printed Name of Authorized Person | and the property and the                           |
| Printed Name of Authorized Person                  |  |
| l+ , = 1.  |  |
| Signature Note                                     | 78 - Commedia a Officia as referenced in Sa        |
| Corporate Purchasing Manager Title:                | or or <u>franced</u> The Constant will be a effect |
| Title:   |  |
| 4/8/15   | hermilitar el BBM nome el mois con las de          |
| Date:  |  |



### CITY OF AUSTIN, TEXAS

### **Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET**

SOLICITATION NO: GLB0017 REBID

COMMODITY/SERVICE DESCRIPTION: SQUARE STEEL POSTS.

DATE ISSUED: December 15, 2014

ANCHORS, FASTERNERS, AND MATERIAL FOR TRAFFIC SIGNS

**REQUISITION NO.: 14010100014** 

BID DUE PRIOR TO: January 7, 2015 @ 2:00 PM C.S.T.

COMMODITY CODE: 8013055 FOR CONTRACTUAL AND TECHNICAL

BID OPENING TIME AND DATE: January 7, 2015 @ 2:15 PM C.S.T.

ISSUES CONTACT THE FOLLOWING **AUTHORIZED CONTACT PERSON:** 

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET

RM 308, AUSTIN, TEXAS 78701

Georgia L. Billela

Buyer II

Phone: (512) 974-2939

E-Mail: georgia.billela@austintexas.gov

### LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select

http://www.austintexas.gov/department/bid-opening-webinars

#### When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired. as shown below:

|                                     | do onomi bolom.                                     |
|-------------------------------------|---|
| P.O. Address for US Mail            | Street Address for Hand Delivery or Courier Service |
| City of Austin                      | City of Austin, Municipal Building                  |
| Purchasing Office-Response Enclosed | Purchasing Office-Response Enclosed                 |
| P.O. Box 1088                       | 124 W 8 <sup>th</sup> Street, Rm 310                |
| Austin, Texas 78767-8845            | Austin, Texas 78701                                 |
|                                     | Reception Phone: (512) 974-2500                     |

To ensure prompt delivery, all packages SHALL BE CLEARLY MARKED ON THE OUTSIDE "Purchasing Office-Response Enclosed" along with the offeror's name & address, solicitation number and due date and time. See Section 0200 Solicitation Instructions for more details.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

### SUBMIT 1 ORIGINAL; AND 1 ELECTRONIC COPY (FLASH DRIVE only) OF YOUR RESPONSE

The electronic PDF version shall be an exact duplicate of the original hard copy submittal, including all required signatures and sections. The City of Austin is not responsible for discrepancies between the contractor's electronic PDF version and the original hard copy submittal; the City may deem any discrepancy as a nonresponsive offer.

### \*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\*

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

| SECTION<br>NO. | TITLE  | PAGES |
|----------------|--|-------|
| 0100           | STANDARD PURCHASE DEFINITIONS  | *     |
| 0200           | STANDARD SOLICITATION INSTRUCTIONS                                       | *     |
| 0300           | STANDARD PURCHASE TERMS AND CONDITIONS                                   | *     |
| 0400           | SUPPLEMENTAL PURCHASE PROVISIONS   | 6     |
| 0500           | SPECIFICATION  | 2     |
| 0600           | BID SHEET – Must be completed and returned with Offer                    | 2     |
| 0605           | LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return          | 1     |
| 0700           | REFERENCE SHEET – Complete and return if required                        | 1     |
| 0800           | NON-DISCRIMINATION CERTIFICATION   | *     |
| 0805           | NON-SUSPENSION OR DEBARMENT CERTIFICATION                                | *     |
| 0810           | NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION | *     |
| 0835           | NONRESIDENT BIDDER PROVISIONS – Complete and return                      | 1     |

<sup>\*</sup> Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:

http://www.austintexas.gov/financeonline/vendor connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

| Company Name: Allied The & condit (orgonation         |
|---|
| Company Address: 16100 S. Lethrop Ave.                |
| City, State, Zip: Harrey, Il 60426                    |
| Federal Tax ID No.                                    |
| Printed Name of Officer or Authorized Representative: |
| Title: (ontract Administrator                         |
| Signature of Officer or Authorized Representative:    |
| Date: (2-31-2014                                      |
| Email Address: telesper @ allied tube. com            |
| Phone Number: 800 - 867 - 5743                        |
|   |

\* Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award

RECEIVED
2015 JAN 7 AM 8 22

PURCHASING OFFICE CITY OF AUSTIN, TEXAS

BID.

RECEIVED

2015 JAN 13 AM 9 23

PURCHASING OFFICE CITY OF AUSTIN, TEXAS

ADDENDUM I

### CITY OF AUSTIN PURCHASING OFFICE SUPPLEMENTAL PURCHASE PROVISIONS Square Steel Posts, Anchors and Fasteners for Traffic Signs

The following Supplemental Purchasing Provisions apply to this solicitation:

EXPLANATIONS OR CLARIFICATIONS: (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to <a href="mailto:georgia.billela@austintexas.gov">georgia.billela@austintexas.gov</a> no later than close of business five business days before the bid due date.

- 2. **INSURANCE**: Insurance is required for this solicitation.
  - A. <u>General Requirements</u>: See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
    - i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
    - ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
    - iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
    - iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office P. O. Box 1088 Austin, Texas 78767

- B. <u>Specific Coverage Requirements</u>: The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
  - i. Worker's Compensation and Employers' Liability Insurance: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
    - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
  - ii. <u>Commercial General Liability Insurance</u>: The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
    - (1) The policy shall contain the following provisions:
      - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
      - (b) Contractor/Subcontracted Work.
      - (c) Products/Completed Operations Liability for the duration of the warranty period.
      - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

### CITY OF AUSTIN PURCHASING OFFICE SUPPLEMENTAL PURCHASE PROVISIONS

Square Steel Posts, Anchors and Fasteners for Traffic Signs

- (2) The policy shall also include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. <u>Business Automobile Liability Insurance</u>: The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. <u>Endorsements</u>: The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

NOTE: If delivery is made by common carrier, then the requirements for Workers Compensation and Business Automobile insurance listed in Sections 3.B.i and 3.B.iii do not apply. The selected vendor must submit a stated on; planned method of shipment.

#### 3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to resolicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

THIS IS A 36 MONTH CONTRACT
PRICES ARE FIRM AND FIXED FOR THE FIRST 12 MONTHS

### CITY OF AUSTIN PURCHASING OFFICE SUPPLEMENTAL PURCHASE PROVISIONS Square Steel Posts, Anchors and Fasteners for Traffic Signs

4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

| 5. <b>DELIVERY REQUIREMENTS</b> |
|---------------------------------|
|---------------------------------|

| Location:                        | Days: Monday thru Friday |
|----------------------------------|--------------------------|
| Austin Transportation Department |                          |
| Signs and Markings               |                          |
| 400 Jessie Street                |                          |
| Austin, Texas78704-1015          |                          |

- A. Delivery is to be made within 15 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
- 6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
  - A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

|                         | City of Austin                   |
|-------------------------|----------------------------------|
| Department              | Transportation Department        |
| Attn:                   | Christopher Saunders             |
| Address                 | 505 Barton Springs Road Ste. 800 |
| City, State Zip<br>Code | Austin, Texas 78704-1286         |

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

### CITY OF AUSTIN PURCHASING OFFICE SUPPLEMENTAL PURCHASE PROVISIONS Square Steel Posts, Anchors and Fasteners for Traffic Signs

#### 7. **RESTOCKING FEES**:

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

### 8. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

### 9. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

### CITY OF AUSTIN PURCHASING OFFICE

### SUPPLEMENTAL PURCHASE PROVISIONS Square Steel Posts, Anchors and Fasteners for Traffic Signs

### 10. ECONOMIC PRICE ADJUSTMENT:

- A. <u>Price Adjustments</u>: Prices shown in this Contract shall remain firm for the first twelve months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. <u>Effective Date</u>: Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. <u>Adjustments</u>: A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. <u>Indexes</u>: In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
  - i. The following definitions apply:
    - (1) Base Period: Month and year of the original contracted price (the solicitation close date).
    - (2) Base Price: Initial price quoted, proposed and/or contracted per unit of measure.
    - (3) Adjusted Price: Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
    - (4) Change Factor: The multiplier utilized to adjust the Base Price to the Adjusted Price.
    - (5) Weight %: The percent of the Base Price subject to adjustment based on an index change.
  - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
    - (1) Utilize final Compilation data instead of Preliminary data
    - (2) If the referenced index is no longer available shift up to the next higher category index.
  - iii. Index Identification: Complete table as they may apply.

| Weight % or \$ of Base Price: 100%            |   |  |  |  |
|---|---|--|--|--|
| Database Name: Producer Price Index Industry  |   |  |  |  |
| Series ID: PCU331210331210                    |   |  |  |  |
|   |   |  |  |  |
| Geographical Area: N/A                        |   |  |  |  |
| Description of Series ID: Iron, steel pipe an | nd tube from purchased steel            |  |  |  |
| This Index shall apply to the following items | s of the Bid Sheet / Cost Proposal: All |  |  |  |

### CITY OF AUSTIN PURCHASING OFFICE SUPPLEMENTAL PURCHASE PROVISIONS Square Steel Posts, Anchors and Fasteners for Traffic Signs

E. Calculation: Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

| Index at time of calculation                |  |
|---|--|
| Divided by index on solicitation close date |  |
| Equals Change Factor                        |  |
| Multiplied by the Base Rate                 |  |
| Equals the Adjusted Price                   |  |

- F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.
- 11. <u>INTERLOCAL PURCHASING AGREEMENTS</u>: (applicable to competitively procured goods/services contracts).
  - A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
  - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
- 12. <u>CONTRACT MANAGER</u>: The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

| Christopher Saunders                        |  |
|---|--|
| Email: Christopher.saunders@austintexas.gov |  |
| Phone: 512-974-7050                         |  |

\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the <a href="NON-CONFLICT OF INTEREST">NON-CONFLICT OF INTEREST</a>, AND ANTI-LOBBYING Provision of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

#### Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBEWBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN.

### \*USE ADDITIONAL PAGES AS NECESSARY\* OFFEROR:

| Name of Local Firm   | NA           |     |    |    |        |           |    |  |
|--|--------------|-----|----|----|--------|-----------|----|--|
| Physical Address   |              |     |    |    |        |           |    |  |
| Is Firm located in the<br>Corporate City Limits? (circle<br>one) | Yes          |     |    | No |        |           |    |  |
| In business at this location for past 5 yrs?                     | Yes          |     |    | No |        | 31 - 2000 |    |  |
| Location Type:   | Headquarters | Yes | No |    | Branch | Yes       | No |  |

### SUBCONTRACTOR(S):

| Name of Local Firm   | NIA          |     |    |    |        |     |    |  |
|--|--------------|-----|----|----|--------|-----|----|--|
| Physical Address   |              |     |    |    |        |     |    |  |
| Is Firm located in the<br>Corporate City Limits? (circle<br>one) | Yes          |     |    | No |        |     |    |  |
| In business at this location for past 5 yrs?                     | Yes          |     |    | No |        |     |    |  |
| Location Type:   | Headquarters | Yes | No |    | Branch | Yes | No |  |

### SUBCONTRACTOR(S):

| Name of Local Firm   |              |     |    |    |        |     |    | ***                                     |
|--|--------------|-----|----|----|--------|-----|----|---|
| Physical Address   |              |     |    |    |        |     |    |   |
| Is Firm located in the<br>Corporate City Limits? (circle<br>one) | Yes          |     |    | No |        |     |    |   |
| In business at this location for past 5 yrs.?                    | Yes          |     |    | No |        |     |    | 1000                                    |
| Location Type:   | Headquarters | Yes | No |    | Branch | Yes | No | *************************************** |

### Section 0700: Reference Sheet

| Ple | ease include the following info | ormation if required in solicitation: |
|-----|---------------------------------|---------------------------------------|
| Re  | sponding Company Name           | Allier The A Conduit Corporation      |
| 1.  | Company's Name                  | See Allachment                        |
|     | Name and Title of Contact       |                                       |
|     | Present Address                 |                                       |
|     | City, State, Zip Code           |                                       |
|     | Telephone Number                | ()Fax Number ()                       |
|     | Email Address                   |                                       |
|     |                                 |                                       |
|     |                                 |                                       |
| 2.  | Company's Name                  |                                       |
|     | Name and Title of Contact       |                                       |
|     | Present Address                 |                                       |
|     | City, State, Zip Code           |                                       |
|     | Telephone Number                | ()Fax Number ()_                      |
|     | Email Address                   |                                       |
|     | 2                               |                                       |
|     |                                 |                                       |
| 3.  | Company's Name                  |                                       |
| J.  |                                 |                                       |
|     | Name and Title of Contact       |                                       |
|     | Present Address                 |                                       |
|     | City, State, Zip Code           |                                       |
|     | Telephone Number                | ()Fax Number ()                       |
|     | Email Address                   |                                       |





Aaron Scott Contract Administrator Traffic Products Groups Mechanical Tube Division

16100 S. Lathrop Ave. Harvey, IL 60426

OFFICE / 800-882-5543 x1601 FAX / 877-696-2701 WEB / atkore.com

### References 12/31/2014

City of Jacksonville Perry Arnett 1007 Superior Street Jacksonville Fl. 32254

parnett@coj.net

phone: 904-255-7561 fax: 904-381-8239

City of Arlington Lawrence Swink 801 w. Main Arlington, TX. 76004 swinkl@ci.arlington.tx.us

phone: 817-459-5410 fax: 817-459-5427

Louisiana DOTD Darrel Johnson 7686 Tom Drive Baton Rouge, LA 70806 darrelljohnson@la.gov

phone: 225-935-0142 fax: 225-935-0173





















### Section 0835: Non-Resident Bidder Provisions

| Compar | ny Name Allie & Obe & Conditi COPP.  |
|--------|--|
| A.     | Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:   |
|        | Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?   |
|        | Answer: Nor recident 3 idder   |
|        | <ol> <li>Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.</li> <li>Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.</li> </ol>  |
| В.     | If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state? |
|        | Answer: Which State:   |
| C.     | If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?  |
|        | Answer:  |

### City of Austin, Texas Purchase Specifications For Square Steel Posts, Anchors and Fasteners

### 1.0 Scope and Classification

- 1.1 The Contract will be utilized by the Transportation Department. The City of Austin "City" reserves the right to allow other City Departments to utilize the Contract.
- 1.2 This specification established the minimum requirements for the purchase of traffic signs support systems: SQUARE STEEL POSTS, ANCHORS AND FASTENERS. This specification includes sections on Applicable Specifications and Material Requirements.
- 1.3 These traffic signs support systems will be used in the installation of traffic signs in the City's right-of-ways. Traffic signs are attached to the square posts. Anchors are driven into the ground by drills. Posts are inserted into anchors and secured using rivets and bolts.

### 2.0 Applicable Specifications

- 2.1 Sign support systems shall comply with Federal Highway Administration (FHWA) breakaway requirements. Vendor shall provide proof of FHWA approval with bid. http://safety.fhwa.dot.gov/roadway\_dept/policy\_guide/road\_hardware/breakaway/
- 2.2 Steel posts and anchors shall conform to the standard specification for hot rolled carbon sheet steel structural quality, ATSM designation A570, Grade 50. Yield strength after cold forming is 60,000 psi minimum (415 Mpa).
- 2.3 Steel posts and anchors shall be manufactured from hot dipped galvanized steel conforming to ASTM A653 des G90. The corner weld shall be zinc coated after scarfing operation. The steel shall also be coated with a chromate conversion coating and a clear organic polymer topcoat (or cross-linked polyurethane acrylic coating). Both the interior and the exterior of the post shall be galvanized.
- 2.4 This specification until revised or rescinded shall apply to each future purchase and contract for the service/commodities described herein. Retain for future reference.

### 3.0 Material Requirements

- 3.1 Steel posts shall have an outside dimension of 1 3/4" x 1 3/4" constructed of 14 gauge steel. With a weight per foot of 1.71 pounds, Anchors shall have an outside dimension of 2" x 2"constructed of 12 gauge steel with a weight of 2.42 pounds per foot.
- 3.2 Cross section-Steel posts shall be square formed of 14 gauge (0.083" U.S.S gauge) steel, rolled to size and shall be welded directly in the corner by high frequency resistance welding and externally scarfed to agree with corner radii.
- 3.3 Anchors shall square formed of 12 gauge (0.1 5" U. S. S. gauge) steel, rolled to size and shall be welded directly in the corner by high frequency resistance welding and externally scarfed to agree with corner radii.

- 3.4 Holes or die-cut knockouts on steel post and anchors shall be 7/16-1/64 inches in diameter on one (1) inch centers shall be placed on all four sides down the entire length of posts and anchors. On square tubing for posts and anchors, holes shall be on centerline of each side in true alignment and opposite each other directly and diagonally.
- 3.5 Telescoping Properties- The finished posts shall be straight and have a smooth, uniform finish. It shall be possible to telescope the sign post and anchors (of consecutive sizes of square tubes) freely and for not less than 10 feet of their length without the necessity of matching any particular face to any other face. All holes and ends shall be free from burrs and ends shall be cut square.
- 3.6 The steel post shall be available in the following lengths: 10 ft., 11 ft., 12 and 13 ft. Anchor lengths shall be 30 inches. The length of each post or anchor shall have permissible length tolerance of  $+ \text{ or } -\frac{1}{4}$ ".
- 3.7 Tolerances on outside sizes shall be:

| Nominal Outside Dimensions | Outside Tolerances at all sides at |
|----------------------------|------------------------------------|
|                            | corner                             |
| 1 ¾" x 1 ¾"                | <u>+</u> 0.008"                    |
| 2" x 2"                    | <u>+</u> 0.008"                    |

Note: Measurements from outside dimensions shall be made at least 2" (inches) from the end of the tube.

- Tolerance for convexity and concavity shall be + or 0.010" as measured in the center of the flat sides, determined at the corner.
- 3.9 Tolerance for squareness of sides and twist shall be:

| Nominal Outside | Squareness Tolorones | Twist Permissible in 3" |
|-----------------|----------------------|-------------------------|
| Dimensions      | Squareness Tolerance | Length                  |
| 1 3/4" x 1 3/4" | <u>+</u> 0.010"      | <u>+</u> 0.062"         |
| 2" x 2"         | <u>+</u> 0.012"      | <u>+</u> 0.062"         |

- 3.10 Tolerance for straightness shall be 1/16 of an inch in 3 feet
- 3.11 Standard outside corner radius shall be 5/32 of an inch + 1/64 inch
- 3.12 Aluminum drive rivets with plain finish shall be 3/8" diameter, 5/8" in length with a Head diameter of 1" with nylon washers (1 in diameter by .020" thickness). These are used to fasten signs to the post.
- 3.13 Aluminum blind rivets (cherry mate rivet) and spacer-1/8" diameter with a head diameter of .625" and a grip range from ½" to 5/8". They are used to secure signs to each other when using the four-blade signal faced signs mounted on opposite side of the post.
- 3.14 Corner bolts -5/16", 18 with serrated flange nut to fit square tubing up to 2" Zinc plated or stainless steel #10 by  $\frac{3}{4}$ " fender washers, used to secure post into ground anchor.
- 3.15 Cast aluminum rain caps (friction fit) and street sign brackets for 1 3/4" square post for mounting on top of posts.
- 3.16 Round to square coupler-Used to adapt round sign posts to the four blade sign system. Coupler fits on top of round post.
- 3.17 Steel and aluminum sign brace strut, round and square brace clips to mount offset or oversized signs to square or round posts.

### BID SHEET CITY OF AUSTIN SQUARE STEEL POSTS, ANCHORS AND FASTENERS FOR TRAFFIC SIGNS INVITATION FOR BID (IFB) GLB0017 REBID REVISED

Bid Publish Date: December 15, 2014

Closing Date and Time: Wednesday, January 7, 2014 at 2:00P.M.(CST)

Buyer: Georgia Billela

Copies of Bid: Bidder to submit two copies of its signed bid - one original and 1 Thumb/Flash Drive PDF Electronic copy.

<u>Special Instructions</u>: Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the bid and may result in disqualification of the bid.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

#### SECTION 1 - SPECIFIED ITEMS (MOST FREQUENTLY ORDERED ITEMS)

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Revisions to Specified Items may only be adjusted using the Economic Price Adjustment - Specified Parts provision in Section 0400.

| ITEM<br>NO. | COA<br>ID# | ITEM DESCRIPTION   | ESTIMATED QUANTITY | UNIT OF<br>MEASURE | UNIT PRICE | EXTENDED PRICE |  |
|-------------|------------|--|--------------------|--------------------|------------|----------------|--|
| 1           | SQ10       | Square post, 10 ft x 1 3/4" x 1 3/4"                                   | 5,000              | EACH               | 14.33      | \$71,650.00    |  |
| 2           | SQ11       | Square post, 11 ft x 1 3/4" x 1 3/4"                                   | 2,500              | EACH               | 15.75      | \$39,375.00    |  |
| 3           | SQ12       | Square post, 12 ft x 1 3/4" x 1 3/4"                                   | 5,000              | EACH               | 17.17      | \$85,850.00    |  |
| 4           | SQ30       | Square post, 30" x 2" x 2"   | 15,000             | EACH               | 5.83       | \$87,450.00    |  |
| 5           | SQ36       | Square post, 36" x 2" x 2"   | 250                | EACH               | 6.84       | \$1,710.00     |  |
| 6           | STB        | Soil stabilizer anchor (Xcessories Square, part No. ss10-260 or equal) | 250                | EACH               | 8.49       | \$2,122.50     |  |
| 7           | RVT        | 3/8 in. aluminum drive rivet with washer                               | 30,000             | EACH               | 0.55       | \$16,500.00    |  |
| 8           | CBLT       | Corner Bolt (box of 250 count)   | 15,000             | BOX                | 0.39       | \$5,850.00     |  |
| 9           | NUTF       | Flanged nut for corner bolt (box of 250 count)                         | 15,000             | BOX                | 0.10       | \$1,500.00     |  |
| 10          | NUTJ       | Jam nut for corner bolt (box of 250 count)                             | 15,000             | BOX                | 0.08       | \$1,200.00     |  |
| 11          | RCAP       | Rain cap for 1 3/4" square posts                                       | 250                | EACH               | 1.50       | \$375.00       |  |
| 12          | COU        | Coupler for round to square  | 250                | EACH               | 12.00      | \$3,000.00     |  |
| 13          | FW10       | 10 x 3/4 in. Fender Washer (box of 250 count)                          | 20,000             | вох                | 0.05       | \$1,000.00     |  |
| 14          | SQ12PP     | 12 ft x 1 3/4 x 1 3/4 Powder Punched                                   | 500                | EACH               | 24.98      | \$12,490.00    |  |
| 15          | BRT        | Blind Rivet Tool   | 16                 | EACH               | 5.00       | \$80.00        |  |
| 16          | JDRP       | Jumbo Drive Rivet Punch  | 16                 | EACH               | 1.00       | \$16.00        |  |
| 17          | КОР        | Knock Out Punch (Slug Punch)   | 16                 | EACH               | 12.50      | \$200.00       |  |
|             | TOTAL      |  |                    |                    |            |                |  |

### BID SHEET CITY OF AUSTIN

### SQUARE STEEL POSTS, ANCHORS AND FASTENERS FOR TRAFFIC SIGNS INVITATION FOR BID (IFB) GLB0017 REBID REVISED

### SECTION 2 - MISCEIIANEOUS ITEMS (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

THE CITY MAY WISH TO PURCHASE MISCELLANEOUS ITEMS THAT ARE RELEVANT TO TRAFFIC SIGNS FROM THE SUCCESSFUL BIDDER IN THE FUTURE THAT ARE NOT LISTED ON THIS BID SHEET.

Indicate the discount precentage from the Manufacturer's suggested retail price (MSRP) for these items.

The percentage discount(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.

The City does not guarantee the purchase of additional parts and quantities will be as needed and specified by the City for each order.

| ITEM<br>NO. | DESCRIPTION OF OTHER PRODUCTS  | Discount from MSRP |
|-------------|--|--------------------|
| 25          | Percentage discount off catalogue/price list of other items: Indicate the discount from Manufacturer's Suggested Retail Price. | 60.00              |
|             |  |                    |

| The following documents are required to be completed and submitted with the Offer.  Please check the boxes below as confirmation. |   |  |  |
|---|---|--|--|
| ×   | Offer Sheet   |  |  |
| ×   | Bid Sheet (Section 0600)  |  |  |
| ×   | Local Business Presence Identification Form (Section 0605)  |  |  |
| ŻX  | Reference Sheet (Section 0700)  |  |  |
| įΣt   | Nonresident Bidder Provisions (Section 0835)  |  |  |
| Æ   | Copy of Bidder's return policy and credit memo procedures   |  |  |
| K   | I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID  |  |  |
| Þ   | I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXECPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID |  |  |

| DELIVERY METHOD:      | Truck                |      |
|-----------------------|----------------------|------|
| COMPANY NAME:         | Various              |      |
| SIGNATURE OF AUTHORIZ | ED REPRESENTATIVE: _ | Uh   |
| PRINTED NAME:         | Aaron Scott          |      |
| EMAIL ADDRESS:        | telespar@alliedtube  | .com |

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED



Aaron Scott Contract Administrator Traffic Products Groups Mechanical Tube Division

16100 S. Lathrop Ave. Harvey, IL 60426

OFFICE / 800-882-5543 x1601 FAX / 877-696-2701 WEB / atkore.com

### **Return Policy**

Product:

Allied Tube & Conduit Telespar Sign Support Systems

Allied Tube & Conduit Corporation has a 15% restocking fee for returns and the buyer pays freight.

Aaron Scott Contract Administrator Traffic Products Group

Cc: TB





















### ADDENDUM CITY OF AUSTIN, TEXAS

Solicitation: IFB GLB0017 REBID Addendum No: 1 Date of Addendum: 1/6/15

This addendum is to incorporate the following changes to the above referenced solicitation:

### I. Questions:

The following questions were posed by one or more contractors in writing. Each question (Q) is followed by its answer (A).

- 1. (Q) Item# 7, 8, 9, 11, 12, 13 and 16 Should the estimated quantities be per box? Example 30,000 is 120 boxes.
  - (A) This is correct it is a represents 30,000 pieces. The unit of issue is changed on revised bid sheet.
- 2. (Q) Item# 9 Aluminum blind rivets the specifications states a grip range from ½" to 5/8". Is this correct? Should it be 1 5/8" to 1 7/8"?
  - (A) Deleted from Bid Sheet.
- 3. (Q) Item# 10 Spacers Are these PVC Spacers? What size? 1 ½", 1 ¾" or 2"
  - (A) Deleted from Bid Sheet
- 4. (Q) Item# 17 & 18 What color powder coating?
  - (A) Does not matter what color the powder coating is.
- 5. (Q) Item# 18 Non-punched post Are these Quik-Punch post with the scored knockout holes?
  - (A) Is deleted see revised bid sheet.

### II. Clarifications:

- 1. The Bid sheet 0600 has been revised and replaces the original bid sheet.
- 2. The Bid sheet item 7 was changed to read 3/8" aluminum drive rivet with washer
- 3. The bid sheet deleted item 8 from the bid sheet.

4. The closing time and date of the above referenced invitation for Bid has been extended to 2:00 PM on Wednesday January 14, 2015. Bids will be accepted until 2:00 PM on January 14, 2015.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Georgia L. Billela, Buyer II

Purchasing Office, 512-974-2939

**ACKNOWLEDGED BY:** 

Allied To be & Conduit

SUPPLIER

AUTHORIZED SIGNATURE

DATE

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

Please attent to submitted bid.