

ABSTRACT: RFB 7236	OPENING DATE: January 26, 2016
SOLICITATION NO: 7236	TRAFFIC BEADS

OFFEROR / BIDDER	BASIS OF AWARD
POTTERS INDUSTRIES, LLC	\$ 267,300.00
ENNIS PAINT, INC.	\$ 283,500.00
APEX UNIVERSAL, INC	\$ 260,125.00
SWARCO REFLEX	\$ 334,000.00

BIDS TO DEPARTMENT: _____
DATE: _____
Received _____

DISTRIBUTION:
___ FRONT DESK
___ PCO/PS

DATE: 1/26/2016

BID CLERK: *Sherry Widener*
BID OFFICER: *[Signature]*

This abstract ONLY indicates the APPARENT low bidder. Conditions that may displace an apparent low bidder include, but are not limited to: math errors, conditioning of bid, mistake in bid, failing pre-award Survey, and the bid being non responsive.

Bids
Received



Recycles Over One Billion Pounds Of Glass Each Year
P.O. Box 841, Valley Forge, PA 19482-0841 U.S.A.

To:

County of San Diego
Dept. of Purchasing and Contracting
RFB No. 7236
5560 Overland Avenue, Suite 270
San Diego, CA 92123

09/2011

RFB 7236
GLASS SPHERES/TRAFFIC BEADS
JANUARY 26, 2016, 11:00 AM, LOCAL TIME

SD CNTY PURCH *16 JAN 21 AM 09:31

1

**REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR TRAFFIC BEADS
SECTION A - P&C 600 FORM**

COUNTY OF SAN DIEGO
SECTION A-P&C 600 FORM

ISSUED: DECEMBER 30, 2015

This is not an order

MAIL OR DELIVER TO:
DEPARTMENT OF PURCHASING & CONTRACTING
COUNTY OF SAN DIEGO, RFB No. 7236
5560 OVERLAND AVE., SUITE 270
SAN DIEGO, CA 92123

FOR INFORMATION PLEASE CONTACT:
MAUREEN SCHLENTZ
MAUREEN.SCHLENTZ@SDCOUNTY.CA.GOV

BID OPENING DATE: JANUARY 26, 2016

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
RESPONSIBLE BIDDER BASED ON:

- ALL OR NONE
 EACH LOT
 TOTAL PRICE

BIDS MUST BE RECEIVED AT THE ABOVE
ADDRESS PRIOR TO 11:00 A.M.
ON DATE OF BID OPENING.

UNSPSC Commodity Code: 411128.0000

PLEASE STATE YOUR LOWEST PRICE
F.O.B. DESTINATION AND BRAND NAME
OR TRADE NAME IF APPLICABLE.
(Please use typewriter or black ink)
YOUR ENVELOPE MUST INCLUDE RFB NO. 7236

DESCRIPTION

THE COUNTY OF SAN DIEGO (COUNTY), DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION I IN SPRING VALLY, CA HAS A REQUIREMENT FOR TRAFFIC BEADS TO BE USED ON AN AS-NEEDED BASIS IN ACCORDANCE WITH THE TERMS & CONDITIONS AND THE SPECIFICATIONS REFLECTED HEREIN.

INITIAL TERM: DATE OF AWARD THRU JANUARY 31, 2017
FIRST OPTION PERIOD: FEBRUARY 1, 2017 THRU JANUARY 31, 2018
SECOND OPTION PERIOD: FEBRUARY 1, 2018 THRU JANUARY 31, 2019

PRICING SUBMITTED IS TO REMAIN FIRM/FIXED FOR ALL TERM PERIODS IDENTIFIED ABOVE. AWARD WILL BE MADE BASED ON THE LOWEST RESPONSIVE RESPONSIBLE BIDDER. BIDDERS ARE REQUIRED TO SUBMIT PRICING ON ALL TERM PERIODS TO BE CONSIDERED RESPONSIVE. BIDDERS SUBMITTING MORE THAN ONE (1) UNIT PRICE OR RANGE OF UNIT PRICES PER ITEM WILL BE CONSIDERED NON-RESPONSIVE.

BIDDER ACKNOWLEDGES ADDENDUM NO. 1 , 2 , 3 , 4 , 5

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS

PAYMENT TERMS NET 30 DAYS OR % DAY

NAME AND ADDRESS OF BIDDER

NAME AND TITLE OF PERSON AUTHORIZED

Potters Industries, LLC

TO SIGN OFFER:

STREET, CITY, STATE, ZIP

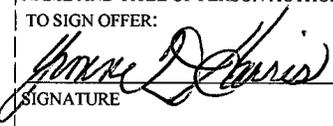
300 Lindenwood Drive

Malvern, PA 19355

TELEPHONE: NUMBER (610) 651-4714

FAX TELEPHONE: (610) 408-9723

E-MAIL Yvonne.Harris@pottersbeads.com

 January 20, 2016
SIGNATURE OFFEROR DATE

PRINTED NAME: Yvonne D. Harris

PRINTED TITLE: Contract Administrator

-----NOTIFICATION OF AWARD-----

ACCEPTANCE AS TO ITEM(S) NUMBERED:

(THIS SECTION FOR COUNTY USE ONLY)

(VC No.)

COUNTY OF SAN DIEGO

BY: _____ DATE: _____

JOHN M. PELLEGRINO, DIRECTOR

DEPT OF PURCHASING & CONTRACTING

TOTAL AMOUNT

AWARD No.

NAME AND TITLE OF PROCUREMENT SPECIALIST

SUBMIT THIS COMPLETED FORM AS PAGE 1 OF THE BID

**County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with the offer.

1. BUSINESS TYPE

For-profit Non-profit Government
Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

- 3.1. Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? Yes No
- 3.2. Are you a local business with a physical address within the County of San Diego? Yes No
- 3.3. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise (DVBE)
Certification #: _____
 Small Business Enterprise (SBE)
Certification #: _____
See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.
- 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 0 %

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

- 4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and
- 4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- 4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.
- 4.6. Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).
- 4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:

- 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
- 6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
- 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Yvonne D. Harris
Title: Contract Administrator
Company/Organization: Potters Industries, LLC

Signature: 
Date: January 20, 2016

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR TRAFFIC BEADS
SECTION A – INDEMNIFICATION AGREEMENT

THE FOLLOWING INDEMNIFICATION AGREEMENT IS TO BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER.

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Potters ("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

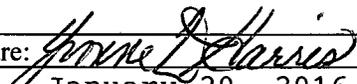
WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq.. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

OFFEROR

Name: Yvonne D. Harris	Signature: 
Title: Contract Administrator	Date: January 20, 2016
Company/Organization: Potters Industries, LLC	

SUBMIT THIS COMPLETED FORM AS PAGE 3 OF THE BID

RFB 7236
 COUNTY OF SAN DIEGO
 DEPARTMENT OF PUBLIC WORKS
 TRAFFIC BEADS
 EXHIBIT C - PRICING SCHEDULE

TRAFFIC BEADS TO BE PACKED IN 2400 LB BAGS		Initial Term Period Date of Award thru January 31, 2017				First Option Period February 1, 2017 thru January 31, 2018				Second Option Period February 1, 2018 thru January 31, 2019			
DESCRIPTION	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE	
Traffic Beads to be Delivered to The Department of Public Works, Division I, HQ Spring Valley, CA 91978 (Price to include delivery)	125	Bags	\$688.80	\$86,100.00	125	Bags	\$712.80	\$89,100.00	125	Bags	\$736.80	\$92,100.00	
										Grand Total			
										Basis of Award	XX	XX	\$267,300.00

COMPANY: Potters Industries, LLC

CONTACT NAME: Yvonne D. Harris

PHONE: 610-651-4714

EMAIL: Yvonne.Harris@pottersbeads.com

BRAND QUOTING: Potters Industries, LLC

LEAD TIME: 14 Days ARO

COMPLETE THIS COMPLETED FORM AS PAGE 4 OF THE BID

**REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION A – DESIGNATION OF SUBCONTRACTORS**

Set forth below is the full name and the location of the place of business and the California contractor license number of each Subcontractor whom the Contractor proposes to subcontract portions of the work in excess of one-half of one percent, and the portion of the work which will be done by each Subcontractor for each subcontract.

NOTE: The Bidder understands that if the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Fair Practices act (Section 4100 et seq. of the California Public Contract Code).

The "Business Name and Address", California contractor license number, and "Portion of Work to be Subcontracted" that will be done by each subcontractor are required at time of bid. The remainder of the information shall be submitted by email to the listed contact for this solicitation within 24 hours of bid submittal.

If no subcontractors are to be employed on the project, enter the word "NONE".

PORTION OF WORK TO BE SUBCONTRACTED			SUBCONTRACTOR		
Item #	Description of Work	% of Total Contract	Business Name and Address	License #, Classification(s), and Expiration Date	DIR Registration No.
	NONE				

Total Percent SUBCONTRACTED: NONE

SUBMIT THIS COMPLETED FORM AS PAGE 5 OF THE BID

**REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION A – DESIGNATION OF SUBCONTRACTORS**

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMAIL ADDRESS (Point of Contact for <u>this</u> Project)
CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:		
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS
<input type="checkbox"/> TILE WORKERS		<input type="checkbox"/> CARPENTERS
		<input type="checkbox"/> DRYWALL/LATHERS
		<input type="checkbox"/> IRON WORKERS
		<input type="checkbox"/> PAINTERS
		<input type="checkbox"/> ROOFERS
		<input type="checkbox"/> TEAMSTER
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS (Point of Contact for <u>this</u> Project)
CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:		
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS
<input type="checkbox"/> TILE WORKERS		<input type="checkbox"/> CARPENTERS
		<input type="checkbox"/> DRYWALL/LATHERS
		<input type="checkbox"/> IRON WORKERS
		<input type="checkbox"/> PAINTERS
		<input type="checkbox"/> ROOFERS
		<input type="checkbox"/> TEAMSTER
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS (Point of Contact for <u>this</u> Project)
CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:		
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS
<input type="checkbox"/> TILE WORKERS		<input type="checkbox"/> CARPENTERS
		<input type="checkbox"/> DRYWALL/LATHERS
		<input type="checkbox"/> IRON WORKERS
		<input type="checkbox"/> PAINTERS
		<input type="checkbox"/> ROOFERS
		<input type="checkbox"/> TEAMSTER

SUBMIT THIS COMPLETED FORM AS PAGE 6 OF THE BID

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION A – BIDDER/OFFEROR DVBE INFORMATION

COUNTY OF SAN DIEGO
BIDDER/OFFEROR DVBE INFORMATION
(DUE WITHIN TWO (2) DAYS OF BID OPENING)

DATE: _____ Bid/Offer No.: _____

PROJECT TITLE: _____ Project/Activity No.: _____

BIDDER/OFFEROR: _____

BIDDER/OFFEROR REPRESENTATIVE: _____

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR, VENDOR) TO BE USED INCLUDING ADDRESS, TELEPHONE AND CERTIFICATION NUMBER.	DOLLAR AMOUNT TO BE PAID THIS DVBE
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME/SUBCONTRACTOR/VENDOR)			\$

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION.

CALCULATION		
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid/Offer}} \times 100 = \text{Percent of Utilization}$	3%
	$\text{_____} \times 100 = \text{_____}\%$	*See DVBE Participation information sections for further information.

**REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION A –DVBE “GOOD FAITH” PACKAGE**

**COUNTY OF SAN DIEGO
DVBE “Good Faith Effort” Package

Documentation of Good Faith Effort
(Due within two (2) days of bid opening)**

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of “Good Faith Effort” estimated by the County to be between \$500,000 and \$1 million.

Date: _____ Bid/Offer No.: _____

Project Title: _____ Project/Activity No. : _____

Bidder/Offeror: _____

Bidder/Offeror Representative: _____

Please check off the following to insure you have included them in your documentation:

- Documentation of “Good Faith Effort” (3 pages including this page)

- Attachment of Any Additional Supporting Documentation

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION A –DVBE “GOOD FAITH” PACKAGE

COUNTY OF SAN DIEGO
DOCUMENTATION OF GOOD FAITH EFFORT

A. List potential DVBEs that the bidder solicited prior to prime contractor bid submittal for participation in this contract along with dates.

Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
2. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
3. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
4. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
5. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
6. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
7. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
8. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
9. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
10. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
11. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
12. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
13. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
14. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
15. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No

B. Solicitations
DVBE Solicitation Sample:
Bidder must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION B –INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID
AND PRE-AWARD SURVEY REQUIREMENTS

A. PRICING YOUR BID

1. Bid on each item separately. Prices should be stated per unit(s) specified herein. Bids that are materially unbalanced will be rejected as non-responsive.
2. All prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
3. Unless otherwise specified, prices bid herein should not include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a separate item on invoices. The County is exempt from payment of Federal excise tax. It must not be included in invoices.
4. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by persons signing the bid.
5. Discounts of less than thirty (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.

B. SUBMITTING YOUR BID

1. RFB NO. 7236 shall normally be made available on the County of San Diego's BuyNet site <http://buynet.sdcounty.ca.gov>. Firms may request a hard copy from Purchasing and Contracting Clerical Section (858-505-6367).
2. Submit the following documents with your bid:
 - Completed PC 600;
 - Completed Representations and Certifications;
 - Completed Pricing Schedule;
 - Completed Designation of Subcontractors Form;

Submit the following documents in accordance with Item D of this Section:

- Completed Bidder/Offeror DVBE Information;
- Completed DVBE "Good Faith Effort" Package

Each bid must be in a separate sealed envelope with bid number on the outside and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), **5560 Overland Avenue, Suite 270, San Diego, CA 92123, no later than 11:00 a.m. on January 26, 2016**. Bids will be publicly opened at that time.

3. Failure to bid on authorized County form may be cause for rejection of bid.
4. Any bid received at the office designated in the solicitation after the exact time for receipt will be rejected as a late bid, will not be considered for award, and will be returned to the bidder unopened.
5. If you do not bid, please return the cover sheet and state reason for not bidding.

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION B –INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID
AND PRE-AWARD SURVEY REQUIREMENTS

6. No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the Contracting Officer **no later than 5:00 PM local time on January 13, 2016.**
7. Any vendor who wishes to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County Purchasing Director within 24 hours after bid opening.
8. Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Furthermore, all specification requirements must be met unless the language of the Request for Bid states that alternate specifications/bids will be considered.
10. Written addenda to the RFB may be issued to provide clarifications or corrections. **Addenda to this solicitation will be posted on the County of San Diego's BuyNet site <http://buy.net.sdcounty.ca.gov>. It is the offeror's responsibility to check for addenda. The master copy of the solicitation posted to the website shall be considered the original. If a prospective offeror cannot download the solicitation or any document posted thereto, contact Contracts Clerical Support at 858-505-6367 and a hard copy will be mailed to you or you may pick it up at our office.**
11. Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.
12. All bids must show the firm's legal name and be signed by an authorized officer or employee of that firm. Obligations assumed by such signature must be fulfilled.

C. EVALUATION AND AWARD

1. Bids are subject to acceptance at any time within ninety (90) days after opening of same, unless otherwise stipulated by the County.
2. In determining the lowest bid, only discounts of thirty (30) days or more will be considered. Discounts will be calculated from receipt and acceptance of a properly prepared invoice.
3. Award(s) will be made by the County Purchasing and Contracting Department, as stated on the Pricing Schedule to the lowest responsive, responsible bidder(s) in order from lowest bid to highest, based on the total extended price. Unbalanced bidding will be cause for the entire bid to be rejected. The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
4. The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
5. In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "total" column, then the amount set forth in the "total" column for the item shall prevail in accordance with the following:

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1. As to lump sum items, the amount set forth in the "total" column shall be the unit price.
2. As to unit basis items, the amount set forth in the "total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.
6. The County will conduct a pre-award survey of the apparent low bidder. This survey will be used to determine the bidders' capacity to perform under this contract. Items that may be considered include but are not limited to insurability, equipment, staffing, experience, and references.
7. Modifications, changes, or additions to the Bid Schedule may be considered an irregularity. Erasures or corrections in preparing the bids must be initialed by the person(s) signing the Bid. Alternate bids will not be considered unless called for.

D. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION

1. The County, as a matter of policy, encourages the participation of Disabled Veterans Business Enterprises (DVBE). County of San Diego, Board of Supervisors DVBE policy B-39a is found at <http://www.sdcounty.ca.gov/cob/policy/index.html#>. Information concerning California State Certified DVBE sources or programs may be found at <http://www.pd.DPWR.ca.gov>. County DVBE policy requirements shall prevail over the State of California DVBE program requirements.

Board Policy B-39a further requires a DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also known as As-Needed Services Contracts), the 3% participation will be applied to the value of each individual task order. For purposes of clarification, each individual task order is considered a Service contract for purposes of DVBE requirements.

For all service procurements, DVBE documentation shall be submitted within two (2) business days of offer submittal. In the case of indefinite delivery/indefinite quantity Service contracts, DVBE documentation shall be submitted with the response to each individual task order. DVBE documentation, which includes the Bidder DVBE Information Form and the "Good Faith Effort" Package, is contained within this solicitation.

Failure to provide evidence of a good-faith effort to comply with the 3% DVBE participation may be deemed non-responsive and may not be considered for contract award.

E. PROTEST PROCEDURES

1. Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made prior to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.

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2. Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Office of the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101.
3. For purposes of clarification regarding Board of Supervisors Policy “A-97, Protest Procedures for Award of Contracts” the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT (“NOI”).

F. TAX INFORMATION

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

Franchise Tax Board Websites:

<http://www.ftb.ca.gov>

http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml

http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml

http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml

http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml

Submit forms to the Auditor & Controller via fax at (858) 694-2060 or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and “California Revenue and Taxation Code Section 18662” must appear on fax cover sheet and/or the outside of the mailing envelope.

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SECTION C – STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

"County" shall mean The County of San Diego, California

"Offeror" shall mean any person, firm, partnership, or corporation submitting a proposal to County in response to this solicitation.

"Contractor" shall mean the offeror whose proposal is accepted by County and who has entered into an agreement with County to provide the equipment and services described herein.

"Vendor" shall mean the same as contractor.

2. DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION ENCOURAGED
(Rev. 11/97)

County Board of Supervisor's policies B-53 and B-39 A encourages the participation of small and Disabled Veterans Business Enterprises (DVBE) in County procurement. Section A of this solicitation (Representations & Certifications) contains a description of the County's requirements to qualify as an (DVBE). Perspective (DVBE) bidders/offerors are encouraged to contact the Contracting Office representative listed on the face of this Request for Bid (RFB) or Request for Proposal (RFP) for information concerning the County's procurement procedures.

3. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST

In submitting a bid to a public purchasing body, the vendor offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the vendor.

4. CAL OSHA

As applicable, all items furnished under this bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

5. FORMAL BIDS

In the event this bid results in a purchase order, terms and conditions of this bid are incorporated herein and from a part of the purchase order. In the event of any conflict or inconsistency between the terms of the formal bid or award, the terms of this formal bid shall control.

6. INSPECTION

All items or services are subject to final inspection and acceptance at designation by the County. Such final inspection shall be made within a reasonable time after delivery.

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7. TERMINATION FOR DEFAULT

The County may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.

- 7.1. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 7.2. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

8. TERMINATION FOR CONVENIENCE

The County may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The County shall pay the vendor as full compensation for performance until such termination:

- 8.1. The unit or pro rata price for the delivered and accepted portion.
- 8.2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 8.3. In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 8.4. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

9. TITLE

Title to the material and supplies purchased shall pass directly from vendor to County at the F.O.B. point shown, subject to the right of County to reject upon inspection.

10. VARIATIONS IN SPECIFICATIONS

The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.

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11. HAZARDOUS SUBSTANCES (July 2008)

If any product being delivered or supplied to the County under this contract/purchase order is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard. (County of San Diego Administrative Manual, 0300-02, Hazard Communication Program).

No product which is manufactured with fully halogenated chlorofluorocarbons (CFC) shall be delivered or supplied, or used on a job site in performance of this contract/purchase order unless specifically described in the stated requirements of this contract/purchase order or otherwise explicitly authorized by the County Director, Purchasing and Contracting.

12. PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 12.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- 12.2. Profit-making firms or businesses in which employees described in sub-section (a) of code serve as officers, principals, partners, or major shareholders;
- 12.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-section and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- 12.4. Profit-making firms or businesses in which the former employees described in sub-section 16.3 of code serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

13. ESTIMATED QUANTITIES

The Estimated Quantities in Exhibit "C", Pricing Schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption. If the County's actual requirements do not result in orders in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for price adjustment.

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14. AVAILABILITY OF FUNDING

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

15. INSPECTION OF SERVICE/MATERIALS/SUPPLIES

- 15.1. All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with Contractor performance.

- 15.2. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the County shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the contract, the County shall have the right to either (1) by contract or to otherwise have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to the County that is directly related to the performance of such services, or (2) terminate this contract for default as provided in the Termination clause.

16. DISPUTES

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall furnish the decision to the Contractor in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Contracting Officer's decision.

- 16.1. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (A) above. Nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

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17. CHANGES

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

18. ASSIGNABILITY

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided however, that claims for money due or to become due to the Contractor from the County under this contract may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

19. INDEMNITY

County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, changes or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (I) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.

20. CONDUCT OF CONTRACTOR

- 20.1. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 20.2. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.

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20.3. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.

20.4. The Contractor or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to County employees.

21. DISALLOWANCE

In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

22. GOVERNING LAW

This contract shall be construed and interpreted according to the laws of the State of California.

23. AUDIT AND INSPECTION OF RECORDS

23.1. General. The County shall have the audit and inspection rights described in this section.

23.2. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

23.3. Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract, or by (1) and (2) below:

23.3.1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.

23.3.2. Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.

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23.4. The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the County's prime contract.

24. PATENT AND COPYRIGHT INFRINGEMENT

The contractor shall report to the contracting officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

25. CONTRACTOR REPRESENTATION

Unless the contractor expressly states otherwise in his proposal, where functional requirements are expressly stated as part of the requirements of this solicitation, the contractor, by responding, represents that in its opinion the system proposed is capable of meeting those requirements. In the event of any inconsistency between the functional specifications and the detailed specifications contained in the solicitation, the former will control.

26. WARRANTY

Contractor agrees that the equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

27. PERMITS, NOTICES, FEES AND LAWS

The contractor shall, at contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

28. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH

Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes which apply to the work performed pursuant to this contract, including any requirements specified in state government codes.

29. FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

30. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this

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Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

31. NOTICE

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the addresses set forth herein.

32. PRODUCT IDENTIFICATION AND LABELING

Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act and Section 12604 of the California Business and Professions Code.

33. DRUG & ALCOHOL FREE WORKPLACE

The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County employed Contractors and Contractor employees shall assist in meeting this requirement.

- 33.1. As a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
 - 33.1.1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 33.2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
 - 33.2.1. Shall not sell, offer, or provide alcohol or a drug to another person.
 - 33.2.2. Shall not be applicable to a Contractor or Contractor employee who, as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 33.3. The Contractor shall inform all employees that are performing service for the County on County property or using County equipment, of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 33.4. The County may Terminate for Default or Breach this Agreement and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the above.

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34. ORDERING

Orders will be placed on as-needed basis. Site contact will provide a task order to the Contractor, as needed, prior to requested delivery, see Section C, Exhibit A – Task Order Information Attachments 1 -2.

35. INVOICES

All deliveries must be accompanied by invoices or delivery tickets. A copy of each invoice or delivery ticket must be signed by the individual accepting delivery. Invoices shall include item, description, quantity, delivery point, price, terms, purchase order number, release number (if applicable to a blanket purchase agreement) and any data relative to the shipment. Original invoices shall be mailed to the County address as specified in the purchase order or blanket purchase agreement release.

36. RIGHT TO ACQUIRE EQUIPMENT AND SERVICES

Nothing in this agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

37. SEVERABILITY

Should any part of this agreement be held to be invalid by a court of competent jurisdiction, the remainder of the agreement shall be considered as the whole agreement and be binding on the contracting parties.

38. CONFORMING STANDARDS

All sand shall conform to specifications as detailed in the statement of work.

39. CONFIRMATION OF RECEIPT AND RESPONSE TIMES

Sand requests will be forwarded to the vendor via email phone or fax. The vendor shall confirm, via email or phone, within one working day after submittal with the details.

40. DELIVERY OF MATERIALS

Delivery location for glass beads shall be to the location listed below:

The County of San Diego
Department of Public Works
Division I Headquarters
11970 Singer Lane
Spring Valley, CA 91978

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- 41. AGREEMENT TERM.** This Agreement shall be effective: Date of Award, 2016 (“Effective Date”) and end on January 31, 2017 (“Initial” Term”) for a period of one year.
- 42. OPTION TO EXTEND.** The County’s option to extend is for two (2) increments of one (1) year each for a total of two (2) years beyond the execution of the Initial Term, not to exceed January 31, 2019, pursuant to Exhibit C Pricing Schedule. Unless County notifies Contractor in writing, not less than thirty (30) days prior to the expiration date that they do not intend to renew the Agreement; the Agreement will be automatically renewed for another year.

Options To Extend for One to Six Additional months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each option to extend shall be effected by written Agreement amendment delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to “Availability of Funds.”

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SECTION C, EXHIBIT A – STATEMENT OF WORK

SCOPE

The County of San Diego (County) Department of Public Works (DPW), Roads Division has a requirement for Traffic Beads to be used on an as needed basis.

1.0 This specification covers glass spheres (traffic beads) for use in providing nighttime retro-reflectance in painted traffic lines and other markings used in highway delineation. The supplied glass beads shall have a moisture-proof coating that promotes the free flow of beads in high humidity conditions.

2.0 **SPECIFICATIONS AND STANDARDS**

2.1 Specifications and standards referenced in this document in effect on the opening date of the Request for Bid form a part of this specification where referenced.

2.2 All glass spheres (beads) shall meet or exceed the current Caltrans Specification for Glass Spheres (Beads), Caltrans Specification Number 8010-004.

3.0 **REQUIREMENTS**

3.1 The glass beads shall meet the requirements listed below.

3.1.1 **General:** Glass spheres shall lend themselves readily to firm embedment in traffic paint when dropped on a freshly placed paint line. The embedment shall be of such nature so as to provide a highly retroreflective surface on the paint with reserve retroreflective capacity in the lower sections of the paint film. This retroreflection shall be evident to the operator of a motor vehicle at night when the headlights of the vehicle are directed at the marking. Glass beads shall not contain any hazardous materials at levels that would cause the beads to be classified as a hazardous waste under Title 22, Division 4, Section 66261.20 of the California Code of Regulations.

3.1.2 **Appearance:** A minimum of 85% of the beads by count shall be colorless, true spheres, free of dark spots, milkiness, air inclusions and surface scratches when viewed under 20X magnification. The beads shall be clean and free from foreign matter in accordance with high grade commercial practice.

Note: This specification cancels and supercedes; specification #8010-004 (February 17, 2009), #8010-004 (December 15, 2008), #8010 -004 (January 2006), #8010-004 (January 2004), 8010-004 (October, 1998) and specification #8010-21C-22 (March, 1992).

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION C, EXHIBIT A – STATEMENT OF WORK

3.1.3 Gradation: The glass spheres shall conform to the following gradation requirements:

<u>Sieve Opening</u>	<u>U.S. Stnd. Sieve #</u>	<u>% By Weight Passing</u>
600 µm	#30	100
250 µm	#60	40 - 70
180 µm	#80	15 - 35
106 µm	#140	0 - 0.5

3.1.4 Refractive Index: The beads shall have a minimum refractive index of 1.5 when tested by the oil immersion method (Becke Line Method or equal) at a temperature of 25 ± 5°C. See ASTM C 1648-06.

3.1.5 Specific Gravity: The beads shall have a specific gravity between 2.40 and 2.60 at 25 °C, when tested per ASTM D-153, Method A.

3.1.6 Moisture Content: Determine the moisture content by weighing a 25 g sample of the beads and placing the sample in a 105°C oven for 3 hrs. After 3 hrs, cool the sample in a desiccator, then re-weigh and calculate the % moisture content (% weight loss). The moisture content shall not exceed 0.01%.

3.1.7 Chemical Stability: Refluxing a 50 g sample of beads in a Soxhlet extraction apparatus for 8 hours with distilled water shall not produce more than a very slight reduction in luster or reflecting power of the beads.

3.1.8 Arsenic, Antimony and Lead Content: The glass spheres shall not contain more than 200 ppm (total) arsenic, 200 ppm (total) antimony nor more than 200 ppm (total) lead, when tested according to EPA Methods 3052 and 6010B. Other suitable x-ray fluorescence spectrometry analysis methods may be used to screen samples of glass spheres for arsenic, antimony and lead content.

3.1.9 Flow: Beads shall be free flowing. A 50 lb sample of beads, when emptied into a service box screen having sieve openings of 1.18 mm (U.S. Standard Sieve #16), shall pass completely through the screen without shaking or any excessive hand manipulation.

3.1.10 Bulk Color: Use a riffle splitter to obtain a 30-gram (plus or minus 3-gram) sub-sample of the glass bead sample. Place this sub-sample of beads in a flat-bottomed, 20-mL quartz fiber crucible (CEM Corporation P/N #303040). Tap the dish gently to level the beads in the crucible. Place this crucible (with beads) in a cold muffle furnace and heat the bead sample to 800°C. Allow the sample to remain at this temperature for 2 to 3 hours. Shut-off the muffle furnace and let the sample cool to room temperature before removing it from the furnace. The bead sample should now be melted into a fused, opaque mass of uniform color.

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION C, EXHIBIT A – STATEMENT OF WORK

Use a BYK-Gardner "Color Guide" spectrophotometer to measure the color of the fused beads in CIE L*a*b* color mode. Measure the color of the top surface of the fused bead sample. The spectrophotometer should be calibrated using 2-degree Observer and D65

Illuminant conditions and 45/0-degree geometry. Make 3 color measurements and obtain an average L* value. The L* value of the fused bead sample should be greater than or equal to 55.

3.1.11 Moisture Resistance (Free Flow) Test: The moisture resistance of the beads imparted by their moisture-proof coating shall be determined by the following procedure.

1. Obtain a pre-washed 10 by 17 inch, unbleached, 7 oz cotton canvas bag.
2. Turn the bag inside out to prevent water and beads from being entrapped within the seams.
3. Place a 907 g sample of beads into the cotton bag.
4. Immerse the bag containing the sample in a bucket of water at room temperature (21-22 °C) for 30 seconds.
5. Remove the bag and sample from water and squeeze the excess water out of the bag by twisting the neck of the bag.
6. Using a rope and a ring stand, suspend the bag of beads above the table for 2 hours at room temperature. Do not allow the neck to loosen.
7. After the 2-hour period, mix the sample thoroughly by releasing the tension in the neck and shaking the bag, thus loosening the beads from bottom and sides.
8. Transfer the entire sample (at once) from the bag into a clean, dry, glass funnel (funnel dimensions: 6 inch top diameter, 4 ¾ inch deep cone, 6 inch long stem with ¼ inch I.D.).
9. If the beads bridge in the funnel while pouring the sample in, the funnel can be tapped lightly at the beginning to restart the flow, but not again once the flow has restarted.
10. After flow stops, the funnel must be essentially empty of glass spheres. If not, then the sample fails.

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION C, EXHIBIT A – STATEMENT OF WORK

4.0 QUALITY ASSURANCE PROVISIONS

4.1 Inspection and Sampling:

- All testing will be random and at the discretion of the County of San Diego, Department of Public Works (DPW).
- All testing and inspection shall be done by the County of San Diego Material Testing Laboratory.
- Shipping address to the appropriate laboratory will be supplied with the request for testing and inspection.

4.2 Testing: The material shall be tested per the requirements of this specification and the Request for Bid. The Department of Transportation reserves the right to retest any lot of glass beads after delivery. Data from such retesting shall prevail over all other tests and will be the basis of rejection. Material not meeting the specification shall be removed and replaced by the supplier at their expense, including all costs for handling, retesting and shipping.

4.3 NOTIFICATION OF SHIPMENTS:

County of San Diego,
Department of Public Works
Striping Crew Supervisor
11970 Singer Lane
Spring Valley, CA 91978

4.4 Certificate of Compliance:

A Certificate of Compliance signed by the manufacturer shall accompany the samples. The Certificate of Compliance shall state that the lot of glass beads meets the required specification and shall contain the information listed in items 1 through 7 in the “Inspection and Sampling” section above.

5.0 PREPARATION FOR DELIVERY

5.1 Packaging:

Product will be packaged in 2400 pound bulk bag per pallet.

5.2 Pallets:

Pallets become the property of the County of San Diego, Department of Public Works.

Markings:

All packages shall be labeled with the following information;
Manufacturer’s name and address, State specification number
(#8010-004, dated March 24, 2009), lot number and date of manufacture.

**REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION C, EXHIBIT A – STATEMENT OF WORK**

6.0 NOTIFICATION OF SERVICE REQUEST

SERVICES SHALL BE PROVIDED ON AN AS NEEDED BASIS. SITE CONTACT WILL PROVIDE A TASK ORDER FORM TO THE CONTRACTOR, AS NEEDED, PRIOR TO REQUESTED WORK TO BE PERFORMED. SEE ATTACHED SAMPLE.

1. THE COUNTY WILL ORDER A MINIMUM OF NINETEEN (19) BAGS (45,600 POUNDS) AND A MAXIMUM OF THIRTY- EIGHT (38) BAGS (91,200 POUNDS) ON ANY GIVEN ORDER.

2. F.O.B. DESTINATION:

COUNTY OF SAN DIEGO
DPW – DIVISION I HEADQUARTERS
11970 SINGER LANE
SPRING VALLEY, CA 91978

DELIVERY TIMES/HOURS:

TUESDAY THRU FRIDAY 7:00AM – 4:00PM. CLOSED SATURDAY, SUNDAY, MONDAYS
AND COUNTY HOLIDAYS.

3. PACKAGING:
PRODUCT TO BE IN 2400 POUND BULK BAGS

ADDITIONAL INFORMATION:
CONTACT STRIPING CREW SUPERVISOR
SHIPMENT TO DPW-DIV I HEADQUARTERS
11970 SINGER LANE,
SPRING VALLEY, CA 91978

4. DELIVERY REQUIRED WITHIN TWO (2) WEEKS AFTER REQUEST OF ORDER.

5. SEND INVOICES TO:

COUNTY OF SAN DIEGO
DEPARTMENT OF PUBLIC WORKS
DIVISION I HEADQUARTERS
11970 SINGER LANE
SPRING VALLEY, CA 91978

ATTN: ACCOUNTS PAYABLE

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION C, EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 1 - TASK ORDER PROCESS

1. Department will provide a copy of the task order form and Statement of Work to the Contractor as services or materials are needed, at least 24 hours prior to start of work in each work area, see Attachment 2 - Sample Task Order Form.
2. Contractor will provide requestor a quote or proposal based upon the task order request.
3. Requestor will submit the original task order form along with the Contractor's quote or proposal, any additional pertinent information, and any required supplemental forms to the Contracting Officer's Representative (COR).
4. COR will review documents to ensure the task requested is in compliance with contract scope, limits, DVBE requirements, and includes all required supplemental forms.
5. If task requested complies with contract terms & conditions and scope, COR will enter a release in Oracle for the work and provide notice to contractor to proceed with work.

HELPFUL REMINDERS WHEN ISSUING TASK ORDERS

- A task order form and statement of work are required for every request of contractor.
- Minor Labor Forms are required when service or installation is involved.
http://insite.sdcounty.ca.gov/csg/pc/Documents/p-card_release_of_liability_form_minor.pdf
- DVBE Forms may be used in accordance with Board Policy B-39a as stated on the sample task order form.
 - http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_a.pdf
 - http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_b.pdf
 - http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_c.pdf
- Any individual task order that includes installation or labor and is determined to be Public Works cannot exceed \$25,000.
- Task orders cannot be combined with other contracts or task orders for materials, labor, service, etc. that is determined to be Public Works when the combined total project cost will exceed \$25,000.
- Task orders in excess of \$6,500 for new construction or any sequent alterations or repair thereto in excess of \$25,000 may not be a part of this contract and would have to be bid separately (see California Public Contracts Code Sections 20390-20397). Per PCC Section 20123.5, it is unlawful to split or separate into smaller work orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding.
- Task orders are subject to audit by Purchasing & Contracting which may be conducted at any time during the duration of the contract.

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION C, EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 2 – SAMPLE TASK ORDER FORM

SERVICES TASK ORDER

COUNTY OF SAN DIEGO
DEPARTMENT OF XXX

Address _____

CONTRACTOR: _____	CONTRACT NO: _____
REQUEST DATE: _____	CONTRACT DATE: _____
TASK ORDER NO: _____	PROJECT NO: _____

Description of the Complete Scope of Services: _____

Check One: ___ Standard Priority ___ High Priority

Board Policy B-39a requires DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also referred to as As-Needed Services Contracts), the 3% DVBE participation will be applied to the value of each individual task order. DVBE documentation shall be submitted with the response to each individual task order. DVBE participation is always encouraged, but not required for task orders less than one million.

Total Cost of Task Order Services: \$ _____ **Check One:** ___ Firm Price ___ Not to Exceed Estimate

Other services required to complete this project: _____

Contractor shall provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services described in this Task Order. Contractor shall accept \$ _____ as full payment for the provision of these services and shall complete these services by _____.

CONTRACTOR:

By: _____ Date: _____
Printed Name & Title: _____

PROJECT MANAGEMENT

Chief, Project Management Division (or other appropriate title)

By: _____ Date: _____
Printed Name & Title: _____

FISCAL

By: _____ Date: _____
Printed Name & Title: _____

COR, Contracting Officer's Representative

By: _____ Date: _____
Printed Name & Title: _____

DISTRIBUTION: COR (*Original*) Contractor Project Manager Fiscal Unit

Attached: DVBE Submittal Forms

- Any individual task order that includes installation or labor and is determined to be Public Works cannot exceed \$25,000.
- Task orders cannot be combined with other contracts or task orders for materials, labor, service, etc. that is determined to be Public Works when the combined total project cost will exceed \$25,000.
- Task orders in excess of \$6,500 for new construction or any sequent alterations or repair thereto in excess of \$25,000 may not be a part of this contract and would have to be bid separately (see California Public Contracts Code Sections 20390-20397). Per PCC Section 20123.5, it is unlawful to split or separate into smaller work orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding.

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION C, EXHIBIT B – INSURANCE REQUIREMENTS FOR CONTRACTOR

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, 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 and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non- owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

- A. Additional Insured Endorsement
Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.
- B. Primary Insurance Endorsement
For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Notice of Cancellation
Notice of Cancellation shall be provided in accordance with policy provisions.
- D. Severability of Interest Clause
Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION C, EXHIBIT B – INSURANCE REQUIREMENTS FOR CONTRACTOR

GENERAL PROVISIONS

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Renewal certificates and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

12. Waiver of Subrogation

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION C – CONTRACT

FOR CONTRACT PURPOSES SECTION A: PRICING SCHEDULE WILL BECOME
EXHIBIT C – PRICING SCHEDULE UPON CONTRACT EXECUTION

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Potters Industries, LLC	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 300 Lindenwood Drive, Attention: Tax Department	Requester's name and address (optional)
	City, state, and ZIP code Malvern, PA 19355-1740	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number
22 1933307

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>George D. Harris</i>	Date ▶ January 20, 2016
------------------	--	--------------------------------

General Instructions

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

Purpose of Form

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

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

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

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

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

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

ALLEN R. HUNSBERGER
ASSISTANT DIRECTOR

January 11, 2016

ADDENDUM No. 1

Traffic Beads - (RFB 7236)

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

QUESTIONS AND ANSWERS:

- Q:** Can you tell me who the current bead contract is with and at what price/pound?
- A:** *The current contract is with Potters Industries. There price for a 2400lb bag is as follows:*
- | | |
|------|----------|
| 2013 | \$667.20 |
| 2014 | \$691.20 |
| 2015 | \$715.20 |
- Q:** How many pounds will be ordered at a time?
- A:** *The County will order a minimum of nineteen (19) bags (45,600 pounds) and a maximum of thirty- eight (38) bags (91,200 pounds) on any given order.*
- Q:** The "Good Faith Effort" estimated by the County is stated to be between \$500,000 and \$1 million. Since the County's estimate for services is \$100,000 annually, are we required to submit Documentation of Good Faith Effort?
- A:** *No, you won't be required to provide a Good Faith Effort.*

If you have any questions, please contact Maureen Schlentz, Procurement Specialist at (858) 505-6446, or by email at maureen.schlentz@sdcounty.ca.gov.



County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

ALLEN R. HUNSBERGER
ASSISTANT DIRECTOR

December 30, 2015

REQUEST FOR BID (RFB) 7236 DEPARTMENT OF PUBLIC WORKS HAS A REQUIREMENT FOR GLASS SPHERES/TRAFFIC BEADS

The County of San Diego, Department of Public Works, Roads Divisions I in Spring Valley, CA has a requirement for Glass Beads in accordance with Caltrans specifications and the Terms and Conditions within. The Glass Beads will be ordered on an as-needed basis and shall be undertaken by the Contractor following the receipt of written task orders authorized by the County.

The contract period will be for an Initial Term Period of one year (Date of Award through January 31, 2017) plus two (2) one-year County option periods to extend through January 31, 2019. The County's estimate for these services is \$100,000 annually.

RFB CONTENT

This RFB package includes the following:

Transmittal Letter to Release the RFB

Section A - Cover Page (PC 600 Form) (Submit with the bid)

Representations and Certifications (Submit with the bid)

Indemnification Agreement (Submit with the bid)

Pricing Schedule (Submit with the bid)

Designation of Subcontractors (Submit with the bid)

Bidder/Offerror DVBE Information (See Section B for submittal requirements)

DVBE "Good Faith Effort" Package (See Section B for submittal requirements)

Section B – Instructions for Completing and Submitting Bid and Pre-Award Survey Requirements

Section C –

Standard Terms and Conditions

Exhibit A – Statement of Work

Exhibit A – Attachments 1 & 2 – Task Order Process & Sample Task Order Form

Exhibit B – Insurance Requirements

Exhibit C – Pricing Schedule

Contract

BID DUE DATE

Submit to the County of San Diego, Department of Purchasing and Contracting at Front Desk (where it will be time stamped to indicate time of receipt) at the address stated in the letterhead above in a sealed envelope or package clearly marked on the exterior with "RFB 7236" and the name and address of the offeror prior to **11:00 AM, Local Time on January 26, 2016**. Parking is limited, so be sure to deliver your bids early.

Late submission cannot be considered unless there was mishandling on the part of the County of San Diego purchasing staff. Submittals must be received at the Purchasing and Contracting front counter by the identified date and time. If utilizing a courier service or USPS, be advised that all courier service deliveries, including USPS, may be delivered to the County's central mail room which may result in late submission and rejection of your bid.

AWARD

Award of the contract, if awarded, will be awarded as stated on the Pricing Schedule to the lowest responsive, responsible bidder, for the total bid price, subject to the owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Unbalanced bidding will be cause for the entire bid to be rejected. The amount of the bid for comparison purposes will be the Total Bid Price.

The County reserves the right to perform a pre-award survey of the bidder to determine capability to perform, which may include but not limited to licensing, insurability, equipment, staffing, performance history and the submission of documentation as requested in the Pre-Award Survey (Section B, Paragraph C 6). The determination of the County as to the bidder's prospective ability to perform the contract shall be conclusive.

PRE-BID CONFERENCE

A pre-bid conference is not scheduled for this RFB.

QUESTIONS

Questions and requests for clarification related to definition or interpretation of this RFB must be requested in writing prior to the date the proposals are due. Questions and requests for clarification must be received in sufficient time to allow an addendum to the RFB to be issued for this RFB prior to the due date for receipt of the proposals. Therefore, questions received after **5:00 PM local time on January 13, 2016** may not be answered.

Questions are to be submitted in writing by email to:

Department of Purchasing and Contracting, Procurement Specialist:
maureen.schlentz@sdcounty.ca.gov

Next

Bid

SEALED BID ENCLOSED

**TRAFFIC BEADS - (RFB 7236)
RFB 7236**

Due January 26, 2016 @ 11:00AM

Ennis Paint, Inc.
115 Todd Court
Thomasville, NC 27360

Crystal Gentry
(336) 308-3769 Phone
(336) 475-7900 Fax

PK

SD CNTY PURCH *16 JAN 22 PM 01:34

#2



County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

ALLEN R. HUNSBERGER
ASSISTANT DIRECTOR

January 11, 2016

ADDENDUM No. 1

Traffic Beads - (RFB 7236)

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

QUESTIONS AND ANSWERS:

- Q:** Can you tell me who the current bead contract is with and at what price/pound?
- A:** *The current contract is with Potters Industries. There price for a 2400lb bag is as follows:*
- | | |
|------|----------|
| 2013 | \$667.20 |
| 2014 | \$691.20 |
| 2015 | \$715.20 |
- Q:** How many pounds will be ordered at a time?
- A:** *The County will order a minimum of nineteen (19) bags (45,600 pounds) and a maximum of thirty- eight (38) bags (91,200 pounds) on any given order.*
- Q:** The "Good Faith Effort" estimated by the County is stated to be between \$500,000 and \$1 million. Since the County's estimate for services is \$100,000 annually, are we required to submit Documentation of Good Faith Effort?
- A:** *No, you won't be required to provide a Good Faith Effort.*

If you have any questions, please contact Maureen Schlentz, Procurement Specialist at (858) 505-6446, or by email at maureen.schlentz@sdcounty.ca.gov.

**REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR TRAFFIC BEADS
SECTION A - P&C 600 FORM**

COUNTY OF SAN DIEGO
SECTION A-P&C 600 FORM

ISSUED: DECEMBER 30, 2015

This is not an order

MAIL OR DELIVER TO:

DEPARTMENT OF PURCHASING & CONTRACTING
COUNTY OF SAN DIEGO, RFB No. 7236
5560 OVERLAND AVE., SUITE 270
SAN DIEGO, CA 92123

FOR INFORMATION PLEASE CONTACT:

MAUREEN SCHLENTZ
MAUREEN.SCHLENTZ@SDCOUNTY.CA.GOV

BID OPENING DATE: JANUARY 26, 2016

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
RESPONSIBLE BIDDER BASED ON:

- ALL OR NONE
 EACH LOT
 TOTAL PRICE

BIDS MUST BE RECEIVED AT THE ABOVE
ADDRESS PRIOR TO 11:00 A.M.
ON DATE OF BID OPENING.

UNSPSC Commodity Code: 411128.0000

PLEASE STATE YOUR LOWEST PRICE
F.O.B. DESTINATION AND BRAND NAME
OR TRADE NAME IF APPLICABLE.
(Please use typewriter or black ink)
YOUR ENVELOPE MUST INCLUDE RFB NO. 7236

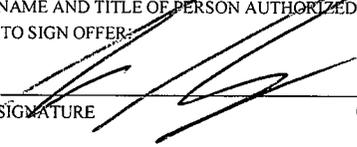
DESCRIPTION

THE COUNTY OF SAN DIEGO (COUNTY), DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION I IN SPRING VALLEY, CA HAS A REQUIREMENT FOR TRAFFIC BEADS TO BE USED ON AN AS-NEEDED BASIS IN ACCORDANCE WITH THE TERMS & CONDITIONS AND THE SPECIFICATIONS REFLECTED HEREIN.

INITIAL TERM: DATE OF AWARD THRU JANUARY 31, 2017
FIRST OPTION PERIOD: FEBRUARY 1, 2017 THRU JANUARY 31, 2018
SECOND OPTION PERIOD: FEBRUARY 1, 2018 THRU JANUARY 31, 2019

PRICING SUBMITTED IS TO REMAIN FIRM/FIXED FOR ALL TERM PERIODS IDENTIFIED ABOVE. AWARD WILL BE MADE BASED ON THE LOWEST RESPONSIVE RESPONSIBLE BIDDER. BIDDERS ARE REQUIRED TO SUBMIT PRICING ON ALL TERM PERIODS TO BE CONSIDERED RESPONSIVE. BIDDERS SUBMITTING MORE THAN ONE (1) UNIT PRICE OR RANGE OF UNIT PRICES PER ITEM WILL BE CONSIDERED NON-RESPONSIVE.

BIDDER ACKNOWLEDGES ADDENDUM NO. 1 [], 2 [], 3 [], 4 [], 5 []

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS NAME AND ADDRESS OF BIDDER Ennis Paint, Inc. STREET, CITY, STATE, ZIP 115 Todd Court Thomasville, NC 27360 TELEPHONE: NUMBER (336) 308-3769 FAX TELEPHONE: (336) 475-7900 E-MAIL <u>contracts@ennisflint.com</u>	PAYMENT TERMS NET 30 DAYS OR % <u>DAY</u> NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER:  SIGNATURE _____ OFFEROR DATE <u>1-21-16</u> PRINTED NAME: <u>Scott Seeley</u> PRINTED TITLE: <u>Vice President</u>
---	---

ACCEPTANCE AS TO ITEM(S) NUMBERED: (VC No.)	-----NOTIFICATION OF AWARD----- (THIS SECTION FOR COUNTY USE ONLY) COUNTY OF SAN DIEGO By: _____ DATE: _____ JOHN M. PELLEGRINO, DIRECTOR DEPT OF PURCHASING & CONTRACTING
TOTAL AMOUNT	AWARD No. _____
	NAME AND TITLE OF PROCUREMENT SPECIALIST

SUBMIT THIS COMPLETED FORM AS PAGE 1 OF THE BID

**County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with the offer.

1. BUSINESS TYPE

- For-profit Non-profit Government
Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

- 3.1. Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? Yes No
- 3.2. Are you a local business with a physical address within the County of San Diego? Yes No
- 3.3. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise (DVBE)
Certification #: _____
 Small Business Enterprise (SBE)
Certification #: _____

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

- 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 0 %

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.

4.6. Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Scott Seeley

Title: Vice President

Company/Organization: Ennis Paint, Inc.

Signature: _____

Date: 1-21-16

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR TRAFFIC BEADS
SECTION A – INDEMNIFICATION AGREEMENT

THE FOLLOWING INDEMNIFICATION AGREEMENT IS TO BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER.

This indemnification agreement (“Agreement”) is made and entered into by and between the County of San Diego (“County”) and Ennis Paint, Inc. (“Offeror”) with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror’s submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled “*EXHIBIT – CONFIDENTIAL/PROPRIETARY*” containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County’s ongoing non-disclosure of Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror’s representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq.. Notwithstanding the foregoing, however, the County may release Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

OFFEROR

Name: Ennis Paint, Inc.	Signature: 
Title: Vice President	Date: 1-21-16
Company/Organization: Ennis Paint, Inc.	

SUBMIT THIS COMPLETED FORM AS PAGE 3 OF THE BID

**RFB 7236
COUNTY OF SAN DIEGO
DEPARTMENT OF PUBLIC WORKS
TRAFFIC BEADS
EXHIBIT C - PRICING SCHEDULE**

TRAFFIC BEADS TO BE PACKED IN 2400 LB BAGS		Initial Term Period Date of Award thru January 31, 2017				First Option Period February 1, 2017 thru January 31, 2018				Second Option Period February 1, 2018 thru January 31, 2019		
DESCRIPTION	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE
Traffic Beads to be Delivered to The Department of Public Works, Division I, HQ Spring Valley, CA 91978 (Price to include delivery)	125	Bags	\$756.00	\$94,500.00	125	Bags	\$756.00	\$94,500.00	125	Bags	\$756.00	\$94,500.00
Grand Total												
Basis of Award										XX	XX	\$283,500.00

COMPANY: Ennis Paint, Inc.

CONTACT NAME: Crystal Gentry

PHONE: 336-308-3769

EMAIL: contracts@ennisflint.com

BRAND QUOTING: Ennis Paint

LEAD TIME: 14 days ARO

COMPLETE THIS COMPLETED FORM AS PAGE 4 OF THE BID

**REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION A – DESIGNATION OF SUBCONTRACTORS**

Set forth below is the full name and the location of the place of business and the California contractor license number of each Subcontractor whom the Contractor proposes to subcontract portions of the work in excess of one-half of one percent, and the portion of the work which will be done by each Subcontractor for each subcontract.

NOTE: The Bidder understands that if the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Fair Practices act (Section 4100 et seq. of the California Public Contract Code).

The "Business Name and Address", California contractor license number, and "Portion of Work to be Subcontracted" that will be done by each subcontractor are required at time of bid. The remainder of the information shall be submitted by email to the listed contact for this solicitation within 24 hours of bid submittal.

If no subcontractors are to be employed on the project, enter the word "NONE".

PORTION OF WORK TO BE SUBCONTRACTED			SUBCONTRACTOR		
Item #	Description of Work	% of Total Contract	Business Name and Address	License #, Classification(s), and Expiration Date	DIR Registration No.
	none				

Total Percent SUBCONTRACTED: none

SUBMIT THIS COMPLETED FORM AS PAGE 5 OF THE BID

**REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION A – DESIGNATION OF SUBCONTRACTORS**

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMAIL ADDRESS (Point of Contact for <u>this</u> Project)
Ennis Paint, Inc.	1000032950	contracts@ennisflint.com
CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:		
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS
<input type="checkbox"/> TILE WORKERS		<input type="checkbox"/> CARPENTERS
		<input type="checkbox"/> DRYWALL/LATHERS
		<input type="checkbox"/> IRON WORKERS
		<input type="checkbox"/> PAINTERS
		<input type="checkbox"/> ROOFERS
		<input type="checkbox"/> TEAMSTER
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS (Point of Contact for <u>this</u> Project)
NO SUBS USED		
CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:		
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS
<input type="checkbox"/> TILE WORKERS		<input type="checkbox"/> CARPENTERS
		<input type="checkbox"/> DRYWALL/LATHERS
		<input type="checkbox"/> IRON WORKERS
		<input type="checkbox"/> PAINTERS
		<input type="checkbox"/> ROOFERS
		<input type="checkbox"/> TEAMSTER
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS (Point of Contact for <u>this</u> Project)
CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:		
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS
<input type="checkbox"/> TILE WORKERS		<input type="checkbox"/> CARPENTERS
		<input type="checkbox"/> DRYWALL/LATHERS
		<input type="checkbox"/> IRON WORKERS
		<input type="checkbox"/> PAINTERS
		<input type="checkbox"/> ROOFERS
		<input type="checkbox"/> TEAMSTER

SUBMIT THIS COMPLETED FORM AS PAGE 6 OF THE BID

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION A – BIDDER/OFFEROR DVBE INFORMATION

COUNTY OF SAN DIEGO
BIDDER/OFFEROR DVBE INFORMATION
(DUE WITHIN TWO (2) DAYS OF BID OPENING)

DATE: 1-21-16 Bid/Offer No.: 7236

PROJECT TITLE: GLASS SPHERES/TRAFFIC BEADS Project/Activity No.: 7236

BIDDER/OFFEROR: Ennis Paint, Inc.

BIDDER/OFFEROR REPRESENTATIVE: Scott Seeley

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR, VENDOR) TO BE USED INCLUDING ADDRESS, TELEPHONE AND CERTIFICATION NUMBER.	DOLLAR AMOUNT TO BE PAID THIS DVBE
		NOT APPLICABLE	
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME,/SUBCONTRACTOR VENDOR)			\$

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION.

CALCULATION		
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid/Offer}} \times 100 = \text{Percent of Utilization}$	3%
	$\text{_____} \times 100 = \text{_____} \%$	*See DVBE Participation information sections for further information.

**REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION A –DVBE “GOOD FAITH” PACKAGE**

**COUNTY OF SAN DIEGO
DVBE “Good Faith Effort” Package**

**Documentation of Good Faith Effort
(Due within two (2) days of bid opening)**

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of “Good Faith Effort” estimated by the County to be between \$500,000 and \$1 million.

Date: 1-21-16 Bid/Offer No.: 7236

Project Title: GLASS SPHERES/TRAFFIC BEADS Project/Activity No. : 7236

Bidder/Offeror: Ennis Paint, Inc.

Bidder/Offeror Representative: Scott Seeley

Please check off the following to insure you have included them in your documentation:

- Documentation of “Good Faith Effort” (3 pages including this page)

- Attachment of Any Additional Supporting Documentation

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION A –DVBE “GOOD FAITH” PACKAGE

COUNTY OF SAN DIEGO
DOCUMENTATION OF GOOD FAITH EFFORT

A. List potential DVBEs that the bidder solicited prior to prime contractor bid submittal for participation in this contract along with dates.

Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1. NOT APPLICABLE		<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		<input type="checkbox"/> Yes <input type="checkbox"/> No
13.		<input type="checkbox"/> Yes <input type="checkbox"/> No
14.		<input type="checkbox"/> Yes <input type="checkbox"/> No
15.		<input type="checkbox"/> Yes <input type="checkbox"/> No

B. Solicitations

DVBE Solicitation Sample:

Bidder must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION B –INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID
AND PRE-AWARD SURVEY REQUIREMENTS

A. PRICING YOUR BID

1. Bid on each item separately. Prices should be stated per unit(s) specified herein. Bids that are materially unbalanced will be rejected as non-responsive.
2. All prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
3. Unless otherwise specified, prices bid herein should not include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a separate item on invoices. The County is exempt from payment of Federal excise tax. It must not be included in invoices.
4. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by persons signing the bid.
5. Discounts of less than thirty (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.

B. SUBMITTING YOUR BID

1. RFB NO. 7236 shall normally be made available on the County of San Diego's BuyNet site <http://buynet.sdcounty.ca.gov>. Firms may request a hard copy from Purchasing and Contracting Clerical Section (858-505-6367).
2. Submit the following documents with your bid:
 - Completed PC 600;
 - Completed Representations and Certifications;
 - Completed Pricing Schedule;
 - Completed Designation of Subcontractors Form;

Submit the following documents in accordance with Item D of this Section:

- Completed Bidder/Offeror DVBE Information;
- Completed DVBE "Good Faith Effort" Package

Each bid must be in a separate sealed envelope with bid number on the outside and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), **5560 Overland Avenue, Suite 270, San Diego, CA 92123, no later than 11:00 a.m. on January 26, 2016**. Bids will be publicly opened at that time.

3. Failure to bid on authorized County form may be cause for rejection of bid.
4. Any bid received at the office designated in the solicitation after the exact time for receipt will be rejected as a late bid, will not be considered for award, and will be returned to the bidder unopened.
5. If you do not bid, please return the cover sheet and state reason for not bidding.

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION B –INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID
AND PRE-AWARD SURVEY REQUIREMENTS

6. No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the Contracting Officer **no later than 5:00 PM local time on January 13, 2016.**
7. Any vendor who wishes to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County Purchasing Director within 24 hours after bid opening.
8. Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Furthermore, all specification requirements must be met unless the language of the Request for Bid states that alternate specifications/bids will be considered.
10. Written addenda to the RFB may be issued to provide clarifications or corrections. **Addenda to this solicitation will be posted on the County of San Diego's BuyNet site <http://buynet.sdcounty.ca.gov>. It is the offeror's responsibility to check for addenda. The master copy of the solicitation posted to the website shall be considered the original. If a prospective offeror cannot download the solicitation or any document posted thereto, contact Contracts Clerical Support at 858-505-6367 and a hard copy will be mailed to you or you may pick it up at our office.**
11. Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.
12. All bids must show the firm's legal name and be signed by an authorized officer or employee of that firm. Obligations assumed by such signature must be fulfilled.

C. EVALUATION AND AWARD

1. Bids are subject to acceptance at any time within ninety (90) days after opening of same, unless otherwise stipulated by the County.
2. In determining the lowest bid, only discounts of thirty (30) days or more will be considered. Discounts will be calculated from receipt and acceptance of a properly prepared invoice.
3. Award(s) will be made by the County Purchasing and Contracting Department, as stated on the Pricing Schedule to the lowest responsive, responsible bidder(s) in order from lowest bid to highest, based on the total extended price. Unbalanced bidding will be cause for the entire bid to be rejected. The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
4. The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
5. In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "total" column, then the amount set forth in the "total" column for the item shall prevail in accordance with the following:

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1. As to lump sum items, the amount set forth in the "total" column shall be the unit price.
2. As to unit basis items, the amount set forth in the "total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.
6. The County will conduct a pre-award survey of the apparent low bidder. This survey will be used to determine the bidders' capacity to perform under this contract. Items that may be considered include but are not limited to insurability, equipment, staffing, experience, and references.
7. Modifications, changes, or additions to the Bid Schedule may be considered an irregularity. Erasures or corrections in preparing the bids must be initialed by the person(s) signing the Bid. Alternate bids will not be considered unless called for.

D. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION

1. The County, as a matter of policy, encourages the participation of Disabled Veterans Business Enterprises (DVBE). County of San Diego, Board of Supervisors DVBE policy B-39a is found at <http://www.sdcounty.ca.gov/cob/policy/index.html#>. Information concerning California State Certified DVBE sources or programs may be found at <http://www.pd.DPWR.ca.gov>. County DVBE policy requirements shall prevail over the State of California DVBE program requirements.

Board Policy B-39a further requires a DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also known as As-Needed Services Contracts), the 3% participation will be applied to the value of each individual task order. For purposes of clarification, each individual task order is considered a Service contract for purposes of DVBE requirements.

For all service procurements, DVBE documentation shall be submitted within two (2) business days of offer submittal. In the case of indefinite delivery/indefinite quantity Service contracts, DVBE documentation shall be submitted with the response to each individual task order. DVBE documentation, which includes the Bidder DVBE Information Form and the "Good Faith Effort" Package, is contained within this solicitation.

Failure to provide evidence of a good-faith effort to comply with the 3% DVBE participation may be deemed non-responsive and may not be considered for contract award.

E. PROTEST PROCEDURES

1. Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made prior to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.

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2. Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Office of the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101.
3. For purposes of clarification regarding Board of Supervisors Policy “A-97, Protest Procedures for Award of Contracts” the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT(“NOI”).

F. TAX INFORMATION

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

Franchise Tax Board Websites:

<http://www.ftb.ca.gov>

http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml

http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml

http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml

http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml

Submit forms to the Auditor & Controller via fax at (858) 694-2060 or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and “California Revenue and Taxation Code Section 18662” must appear on fax cover sheet and/or the outside of the mailing envelope.

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SECTION C – STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

"County" shall mean The County of San Diego, California

"Offeror" shall mean any person, firm, partnership, or corporation submitting a proposal to County in response to this solicitation.

"Contractor" shall mean the offeror whose proposal is accepted by County and who has entered into an agreement with County to provide the equipment and services described herein.

"Vendor" shall mean the same as contractor.

2. DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION ENCOURAGED
(Rev. 11/97)

County Board of Supervisor's policies B-53 and B-39 A encourages the participation of small and Disabled Veterans Business Enterprises (DVBE) in County procurement. Section A of this solicitation (Representations & Certifications) contains a description of the County's requirements to qualify as an (DVBE). Perspective (DVBE) bidders/offerors are encouraged to contact the Contracting Office representative listed on the face of this Request for Bid (RFB) or Request for Proposal (RFP) for information concerning the County's procurement procedures.

3. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST

In submitting a bid to a public purchasing body, the vendor offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the vendor.

4. CAL OSHA

As applicable, all items furnished under this bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

5. FORMAL BIDS

In the event this bid results in a purchase order, terms and conditions of this bid are incorporated herein and from a part of the purchase order. In the event of any conflict or inconsistency between the terms of the formal bid or award, the terms of this formal bid shall control.

6. INSPECTION

All items or services are subject to final inspection and acceptance at designation by the County. Such final inspection shall be made within a reasonable time after delivery.

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7. TERMINATION FOR DEFAULT

The County may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.

- 7.1. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 7.2. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

8. TERMINATION FOR CONVENIENCE

The County may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The County shall pay the vendor as full compensation for performance until such termination:

- 8.1. The unit or pro rata price for the delivered and accepted portion.
- 8.2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 8.3. In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 8.4. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

9. TITLE

Title to the material and supplies purchased shall pass directly from vendor to County at the F.O.B. point shown, subject to the right of County to reject upon inspection.

10. VARIATIONS IN SPECIFICATIONS

The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.

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11. HAZARDOUS SUBSTANCES (July 2008)

If any product being delivered or supplied to the County under this contract/purchase order is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard. (County of San Diego Administrative Manual, 0300-02, Hazard Communication Program).

No product which is manufactured with fully halogenated chlorofluorocarbons (CFC) shall be delivered or supplied, or used on a job site in performance of this contract/purchase order unless specifically described in the stated requirements of this contract/purchase order or otherwise explicitly authorized by the County Director, Purchasing and Contracting.

12. PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 12.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- 12.2. Profit-making firms or businesses in which employees described in sub-section (a) of code serve as officers, principals, partners, or major shareholders;
- 12.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-section and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- 12.4. Profit-making firms or businesses in which the former employees described in sub-section 16.3 of code serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

13. ESTIMATED QUANTITIES

The Estimated Quantities in Exhibit "C", Pricing Schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption. If the County's actual requirements do not result in orders in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for price adjustment.

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14. AVAILABILITY OF FUNDING

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

15. INSPECTION OF SERVICE/MATERIALS/SUPPLIES

- 15.1. All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with Contractor performance.
- 15.2. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the County shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the contract, the County shall have the right to either (1) by contract or to otherwise have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to the County that is directly related to the performance of such services, or (2) terminate this contract for default as provided in the Termination clause.

16. DISPUTES

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall furnish the decision to the Contractor in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Contracting Officer's decision.

- 16.1. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (A) above. Nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

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17. CHANGES

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

18. ASSIGNABILITY

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided however, that claims for money due or to become due to the Contractor from the County under this contract may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

19. INDEMNITY

County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, changes or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.

20. CONDUCT OF CONTRACTOR

- 20.1. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 20.2. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.

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20.3. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.

20.4. The Contractor or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to County employees.

21. DISALLOWANCE

In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

22. GOVERNING LAW

This contract shall be construed and interpreted according to the laws of the State of California.

23. AUDIT AND INSPECTION OF RECORDS

23.1. General. The County shall have the audit and inspection rights described in this section.

23.2. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

23.3. Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract, or by (1) and (2) below:

23.3.1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.

23.3.2. Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.

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23.4. The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the County's prime contract.

24. PATENT AND COPYRIGHT INFRINGEMENT

The contractor shall report to the contracting officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

25. CONTRACTOR REPRESENTATION

Unless the contractor expressly states otherwise in his proposal, where functional requirements are expressly stated as part of the requirements of this solicitation, the contractor, by responding, represents that in its opinion the system proposed is capable of meeting those requirements. In the event of any inconsistency between the functional specifications and the detailed specifications contained in the solicitation, the former will control.

26. WARRANTY

Contractor agrees that the equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

27. PERMITS, NOTICES, FEES AND LAWS

The contractor shall, at contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

28. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH

Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes which apply to the work performed pursuant to this contract, including any requirements specified in state government codes.

29. FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

30. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this

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Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

31. NOTICE

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the addresses set forth herein.

32. PRODUCT IDENTIFICATION AND LABELING

Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act and Section 12604 of the California Business and Professions Code.

33. DRUG & ALCOHOL FREE WORKPLACE

The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County employed Contractors and Contractor employees shall assist in meeting this requirement.

- 33.1. As a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
 - 33.1.1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 33.2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
 - 33.2.1. Shall not sell, offer, or provide alcohol or a drug to another person.
 - 33.2.2. Shall not be applicable to a Contractor or Contractor employee who, as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 33.3. The Contractor shall inform all employees that are performing service for the County on County property or using County equipment, of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 33.4. The County may Terminate for Default or Breach this Agreement and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the above.

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34. ORDERING

Orders will be placed on as-needed basis. Site contact will provide a task order to the Contractor, as needed, prior to requested delivery, see Section C, Exhibit A – Task Order Information Attachments 1 -2.

35. INVOICES

All deliveries must be accompanied by invoices or delivery tickets. A copy of each invoice or delivery ticket must be signed by the individual accepting delivery. Invoices shall include item, description, quantity, delivery point, price, terms, purchase order number, release number (if applicable to a blanket purchase agreement) and any data relative to the shipment. Original invoices shall be mailed to the County address as specified in the purchase order or blanket purchase agreement release.

36. RIGHT TO ACQUIRE EQUIPMENT AND SERVICES

Nothing in this agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

37. SEVERABILITY

Should any part of this agreement be held to be invalid by a court of competent jurisdiction, the remainder of the agreement shall be considered as the whole agreement and be binding on the contracting parties.

38. CONFORMING STANDARDS

All sand shall conform to specifications as detailed in the statement of work.

39. CONFIRMATION OF RECEIPT AND RESPONSE TIMES

Sand requests will be forwarded to the vendor via email phone or fax. The vendor shall confirm, via email or phone, within one working day after submittal with the details.

40. DELIVERY OF MATERIALS

Delivery location for glass beads shall be to the location listed below:

The County of San Diego
Department of Public Works
Division I Headquarters
11970 Singer Lane
Spring Valley, CA 91978

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- 41. AGREEMENT TERM.** This Agreement shall be effective: Date of Award, 2016 (“Effective Date”) and end on January 31, 2017 (“Initial” Term”) for a period of one year.
- 42. OPTION TO EXTEND.** The County’s option to extend is for two (2) increments of one (1) year each for a total of two (2) years beyond the execution of the Initial Term, not to exceed January 31, 2019, pursuant to Exhibit C Pricing Schedule. Unless County notifies Contractor in writing, not less than thirty (30) days prior to the expiration date that they do not intend to renew the Agreement; the Agreement will be automatically renewed for another year.

Options To Extend for One to Six Additional months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each option to extend shall be effected by written Agreement amendment delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to “Availability of Funds.”

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SECTION C, EXHIBIT A – STATEMENT OF WORK

SCOPE

The County of San Diego (County) Department of Public Works (DPW), Roads Division has a requirement for Traffic Beads to be used on an as needed basis.

1.0 This specification covers glass spheres (traffic beads) for use in providing nighttime retro-reflectance in painted traffic lines and other markings used in highway delineation. The supplied glass beads shall have a moisture-proof coating that promotes the free flow of beads in high humidity conditions.

2.0 **SPECIFICATIONS AND STANDARDS**

2.1 Specifications and standards referenced in this document in effect on the opening date of the Request for Bid form a part of this specification where referenced.

2.2 All glass spheres (beads) shall meet or exceed the current Caltrans Specification for Glass Spheres (Beads), Caltrans Specification Number 8010-004.

3.0 **REQUIREMENTS**

3.1 The glass beads shall meet the requirements listed below.

3.1.1 **General:** Glass spheres shall lend themselves readily to firm embedment in traffic paint when dropped on a freshly placed paint line. The embedment shall be of such nature so as to provide a highly retroreflective surface on the paint with reserve retroreflective capacity in the lower sections of the paint film. This retroreflection shall be evident to the operator of a motor vehicle at night when the headlights of the vehicle are directed at the marking. Glass beads shall not contain any hazardous materials at levels that would cause the beads to be classified as a hazardous waste under Title 22, Division 4, Section 66261.20 of the California Code of Regulations.

3.1.2 **Appearance:** A minimum of 85% of the beads by count shall be colorless, true spheres, free of dark spots, milkiness, air inclusions and surface scratches when viewed under 20X magnification. The beads shall be clean and free from foreign matter in accordance with high grade commercial practice.

Note: This specification cancels and supercedes; specification #8010-004 (February 17, 2009), #8010-004 (December 15, 2008), #8010 -004 (January 2006), #8010-004 (January 2004), 8010-004 (October, 1998) and specification #8010-21C-22 (March, 1992).

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION C, EXHIBIT A – STATEMENT OF WORK

3.1.3 Gradation: The glass spheres shall conform to the following gradation requirements:

Sieve Opening	U.S. Std. Sieve #	% By Weight Passing
600 µm	#30	100
250 µm	#60	40 - 70
180 µm	#80	15 - 35
106 µm	#140	0 - 0.5

3.1.4 Refractive Index: The beads shall have a minimum refractive index of 1.5 when tested by the oil immersion method (Becke Line Method or equal) at a temperature of 25 ± 5°C. See ASTM C 1648-06.

3.1.5 Specific Gravity: The beads shall have a specific gravity between 2.40 and 2.60 at 25 °C, when tested per ASTM D-153, Method A.

3.1.6 Moisture Content: Determine the moisture content by weighing a 25 g sample of the beads and placing the sample in a 105°C oven for 3 hrs. After 3 hrs, cool the sample in a desiccator, then re-weigh and calculate the % moisture content (% weight loss). The moisture content shall not exceed 0.01%.

3.1.7 Chemical Stability: Refluxing a 50 g sample of beads in a Soxhlet extraction apparatus for 8 hours with distilled water shall not produce more than a very slight reduction in luster or reflecting power of the beads.

3.1.8 Arsenic, Antimony and Lead Content: The glass spheres shall not contain more than 200 ppm (total) arsenic, 200 ppm (total) antimony nor more than 200 ppm (total) lead, when tested according to EPA Methods 3052 and 6010B. Other suitable x-ray fluorescence spectrometry analysis methods may be used to screen samples of glass spheres for arsenic, antimony and lead content.

3.1.9 Flow: Beads shall be free flowing. A 50 lb sample of beads, when emptied into a service box screen having sieve openings of 1.18 mm (U.S. Standard Sieve #16), shall pass completely through the screen without shaking or any excessive hand manipulation.

3.1.10 Bulk Color: Use a riffle splitter to obtain a 30-gram (plus or minus 3-gram) sub-sample of the glass bead sample. Place this sub-sample of beads in a flat-bottomed, 20-mL quartz fiber crucible (CEM Corporation P/N #303040). Tap the dish gently to level the beads in the crucible. Place this crucible (with beads) in a cold muffle furnace and heat the bead sample to 800°C. Allow the sample to remain at this temperature for 2 to 3 hours. Shut-off the muffle furnace and let the sample cool to room temperature before removing it from the furnace. The bead sample should now be melted into a fused, opaque mass of uniform color.

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TRAFFIC BEADS
SECTION C, EXHIBIT A – STATEMENT OF WORK

Use a BYK-Gardner "Color Guide" spectrophotometer to measure the color of the fused beads in CIE L*a*b* color mode. Measure the color of the top surface of the fused bead sample. The spectrophotometer should be calibrated using 2-degree Observer and D65

Illuminant conditions and 45/0-degree geometry. Make 3 color measurements and obtain an average L* value. The L* value of the fused bead sample should be greater than or equal to 55.

3.1.11 Moisture Resistance (Free Flow) Test: The moisture resistance of the beads imparted by their moisture-proof coating shall be determined by the following procedure.

1. Obtain a pre-washed 10 by 17 inch, unbleached, 7 oz cotton canvas bag.
2. Turn the bag inside out to prevent water and beads from being entrapped within the seams.
3. Place a 907 g sample of beads into the cotton bag.
4. Immerse the bag containing the sample in a bucket of water at room temperature (21-22 °C) for 30 seconds.
5. Remove the bag and sample from water and squeeze the excess water out of the bag by twisting the neck of the bag.
6. Using a rope and a ring stand, suspend the bag of beads above the table for 2 hours at room temperature. Do not allow the neck to loosen.
7. After the 2-hour period, mix the sample thoroughly by releasing the tension in the neck and shaking the bag, thus loosening the beads from bottom and sides.
8. Transfer the entire sample (at once) from the bag into a clean, dry, glass funnel (funnel dimensions: 6 inch top diameter, 4 ¾ inch deep cone, 6 inch long stem with ¼ inch I.D.).
9. If the beads bridge in the funnel while pouring the sample in, the funnel can be tapped lightly at the beginning to restart the flow, but not again once the flow has restarted.
10. After flow stops, the funnel must be essentially empty of glass spheres. If not, then the sample fails.

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION C, EXHIBIT A – STATEMENT OF WORK

4.0 QUALITY ASSURANCE PROVISIONS

4.1 Inspection and Sampling:

- All testing will be random and at the discretion of the County of San Diego, Department of Public Works (DPW).
- All testing and inspection shall be done by the County of San Diego Material Testing Laboratory.
- Shipping address to the appropriate laboratory will be supplied with the request for testing and inspection.

4.2 Testing: The material shall be tested per the requirements of this specification and the Request for Bid. The Department of Transportation reserves the right to retest any lot of glass beads after delivery. Data from such retesting shall prevail over all other tests and will be the basis of rejection. Material not meeting the specification shall be removed and replaced by the supplier at their expense, including all costs for handling, retesting and shipping.

4.3 NOTIFICATION OF SHIPMENTS:

County of San Diego,
Department of Public Works
Striping Crew Supervisor
11970 Singer Lane
Spring Valley, CA 91978

4.4 Certificate of Compliance:

A Certificate of Compliance signed by the manufacturer shall accompany the samples. The Certificate of Compliance shall state that the lot of glass beads meets the required specification and shall contain the information listed in items 1 through 7 in the “Inspection and Sampling” section above.

5.0 PREPARATION FOR DELIVERY

5.1 Packaging:

Product will be packaged in 2400 pound bulk bag per pallet.

5.2 Pallets:

Pallets become the property of the County of San Diego, Department of Public Works.

Markings:

All packages shall be labeled with the following information; Manufacturer’s name and address, State specification number (#8010-004, dated March 24, 2009), lot number and date of manufacture.

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION C, EXHIBIT A – STATEMENT OF WORK

6.0 NOTIFICATION OF SERVICE REQUEST

SERVICES SHALL BE PROVIDED ON AN AS NEEDED BASIS. SITE CONTACT WILL PROVIDE A TASK ORDER FORM TO THE CONTRACTOR, AS NEEDED, PRIOR TO REQUESTED WORK TO BE PERFORMED. SEE ATTACHED SAMPLE.

1. THE COUNTY WILL ORDER A MINIMUM OF NINETEEN (19) BAGS (45,600 POUNDS) AND A MAXIMUM OF THIRTY- EIGHT (38) BAGS (91,200 POUNDS) ON ANY GIVEN ORDER.

2. F.O.B. DESTINATION:

COUNTY OF SAN DIEGO
DPW – DIVISION I HEADQUARTERS
11970 SINGER LANE
SPRING VALLEY, CA 91978

DELIVERY TIMES/HOURS:

TUESDAY THRU FRIDAY 7:00AM – 4:00PM. CLOSED SATURDAY, SUNDAY, MONDAYS
AND COUNTY HOLIDAYS.

3. PACKAGING:
PRODUCT TO BE IN 2400 POUND BULK BAGS

ADDITIONAL INFORMATION:
CONTACT STRIPING CREW SUPERVISOR
SHIPMENT TO DPW-DIV I HEADQUARTERS
11970 SINGER LANE,
SPRING VALLEY, CA 91978

4. DELIVERY REQUIRED WITHIN TWO (2) WEEKS AFTER REQUEST OF ORDER.

5. SEND INVOICES TO:

COUNTY OF SAN DIEGO
DEPARTMENT OF PUBLIC WORKS
DIVISION I HEADQUARTERS
11970 SINGER LANE
SPRING VALLEY, CA 91978

ATTN: ACCOUNTS PAYABLE

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION C, EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 1 - TASK ORDER PROCESS

1. Department will provide a copy of the task order form and Statement of Work to the Contractor as services or materials are needed, at least 24 hours prior to start of work in each work area, see Attachment 2 - Sample Task Order Form.
2. Contractor will provide requestor a quote or proposal based upon the task order request.
3. Requestor will submit the original task order form along with the Contractor's quote or proposal, any additional pertinent information, and any required supplemental forms to the Contracting Officer's Representative (COR).
4. COR will review documents to ensure the task requested is in compliance with contract scope, limits, DVBE requirements, and includes all required supplemental forms.
5. If task requested complies with contract terms & conditions and scope, COR will enter a release in Oracle for the work and provide notice to contractor to proceed with work.

HELPFUL REMINDERS WHEN ISSUING TASK ORDERS

- A task order form and statement of work are required for every request of contractor.
- Minor Labor Forms are required when service or installation is involved.
http://insite.sdcounty.ca.gov/csg/pc/Documents/p-card_release_of_liability_form_minor.pdf
- DVBE Forms may be used in accordance with Board Policy B-39a as stated on the sample task order form.
 - http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_a.pdf
 - http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_b.pdf
 - http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_c.pdf
- Any individual task order that includes installation or labor and is determined to be Public Works cannot exceed \$25,000.
- Task orders cannot be combined with other contracts or task orders for materials, labor, service, etc. that is determined to be Public Works when the combined total project cost will exceed \$25,000.
- Task orders in excess of \$6,500 for new construction or any sequent alterations or repair thereto in excess of \$25,000 may not be a part of this contract and would have to be bid separately (see California Public Contracts Code Sections 20390-20397). Per PCC Section 20123.5, it is unlawful to split or separate into smaller work orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding.
- Task orders are subject to audit by Purchasing & Contracting which may be conducted at any time during the duration of the contract.

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION C, EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 2 – SAMPLE TASK ORDER FORM

SERVICES TASK ORDER

COUNTY OF SAN DIEGO
DEPARTMENT OF XXX

Address _____

CONTRACTOR: _____ CONTRACT NO: _____

REQUEST DATE: _____ CONTRACT DATE: _____

TASK ORDER NO: _____ PROJECT NO: _____

Description of the Complete Scope of Services: _____

Check One: ___ Standard Priority ___ High Priority

Board Policy B-39a requires DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also referred to as As-Needed Services Contracts), the 3% DVBE participation will be applied to the value of each individual task order. DVBE documentation shall be submitted with the response to each individual task order. DVBE participation is always encouraged, but not required for task orders less than one million.

Total Cost of Task Order Services: \$ _____ **Check One:** ___ Firm Price ___ Not to Exceed Estimate

Other services required to complete this project: _____

Contractor shall provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services described in this Task Order. Contractor shall accept \$ _____ as full payment for the provision of these services and shall complete these services by _____.

DISTRIBUTION: COR (*Original*) Contractor Project Manager Fiscal Unit

Attached: DVBE Submittal Forms

- Any individual task order that includes installation or labor and is determined to be Public Works cannot exceed \$25,000.
- Task orders cannot be combined with other contracts or task orders for materials, labor, service, etc. that is determined to be Public Works when the combined total project cost will exceed \$25,000.
- Task orders in excess of \$6,500 for new construction or any sequent alterations or repair thereto in excess of \$25,000 may not be a part of this contract and would have to be bid separately (see California Public Contracts Code Sections 20390-20397). Per PCC Section 20123.5, it is unlawful to split or separate into smaller work orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding.

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION C, EXHIBIT B – INSURANCE REQUIREMENTS FOR CONTRACTOR

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, 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 and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non- owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

- A. Additional Insured Endorsement
Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.
- B. Primary Insurance Endorsement
For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Notice of Cancellation
Notice of Cancellation shall be provided in accordance with policy provisions.
- D. Severability of Interest Clause
Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION C, EXHIBIT B – INSURANCE REQUIREMENTS FOR CONTRACTOR

GENERAL PROVISIONS

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Renewal certificates and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

12. Waiver of Subrogation

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION C – CONTRACT

FOR CONTRACT PURPOSES SECTION A: PRICING SCHEDULE WILL BECOME
EXHIBIT C – PRICING SCHEDULE UPON CONTRACT EXECUTION

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ENNIS PAINT, INC. DBA ENNIS TRAFFIC SAFETY SOLUTIONS	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) 1509 S. KAUFMAN	Requester's name and address (optional)
6 City, state, and ZIP code ENNIS, TX 75119	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number									
7	5	-	2	6	5	7	5	2	3

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Rebecca Lopez</i>	Date ▶	<i>1-8-16</i>
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Next

Bid



APEX UNIVERSAL, INC.

Manufacturer of Reflective & Non-Reflective Pavement Markers

11033 Forest Place

Santa Fe Springs, CA 90670

DEPARTMENT OF PURCHASING & CONTRACTING
COUNTY OF SAN DIEGO, RFB NO. 7236
5560 OVERLAND AVE., SUITE 270
SAN DIEGO, CA 92123

SEALED BID
RFB NO: 7236
TRAFFIC BEADS
DUE: 1-26-16
TIME: 11:00 AM

PK

SD CNTY PURCH *16 JAN 22 PM 01:34

#3

**REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR TRAFFIC BEADS
SECTION A - P&C 600 FORM**

COUNTY OF SAN DIEGO
SECTION A-P&C 600 FORM

ISSUED: DECEMBER 30, 2015

This is not an order

MAIL OR DELIVER TO:
DEPARTMENT OF PURCHASING & CONTRACTING
COUNTY OF SAN DIEGO, RFB No. 7236
5560 OVERLAND AVE., SUITE 270
SAN DIEGO, CA 92123

FOR INFORMATION PLEASE CONTACT:

MAUREEN SCHLENTZ
MAUREEN.SCHLENTZ@SDCOUNTY.CA.GOV

BID OPENING DATE: JANUARY 26, 2016

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
RESPONSIBLE BIDDER BASED ON:

- ALL OR NONE
 EACH LOT
 TOTAL PRICE

BIDS MUST BE RECEIVED AT THE ABOVE
ADDRESS PRIOR TO 11:00 A.M.
ON DATE OF BID OPENING.

UNSPSC Commodity Code: 411128.0000

PLEASE STATE YOUR LOWEST PRICE
F.O.B. DESTINATION AND BRAND NAME
OR TRADE NAME IF APPLICABLE.
(Please use typewriter or black ink)
YOUR ENVELOPE MUST INCLUDE RFB NO. 7236

DESCRIPTION

THE COUNTY OF SAN DIEGO (COUNTY), DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION I IN SPRING VALLY, CA HAS A REQUIREMENT FOR TRAFFIC BEADS TO BE USED ON AN AS-NEEDED BASIS IN ACCORDANCE WITH THE TERMS & CONDITIONS AND THE SPECIFICATIONS REFLECTED HEREIN.

INITIAL TERM: DATE OF AWARD THRU JANUARY 31, 2017
FIRST OPTION PERIOD: FEBRUARY 1, 2017 THRU JANUARY 31, 2018
SECOND OPTION PERIOD: FEBRUARY 1, 2018 THRU JANUARY 31, 2019

PRICING SUBMITTED IS TO REMAIN FIRM/FIXED FOR ALL TERM PERIODS IDENTIFIED ABOVE. AWARD WILL BE MADE BASED ON THE LOWEST RESPONSIVE RESPONSIBLE BIDDER. BIDDERS ARE REQUIRED TO SUBMIT PRICING ON ALL TERM PERIODS TO BE CONSIDERED RESPONSIVE. BIDDERS SUBMITTING MORE THAN ONE (1) UNIT PRICE OR RANGE OF UNIT PRICES PER ITEM WILL BE CONSIDERED NON-RESPONSIVE.

BIDDER ACKNOWLEDGES ADDENDUM NO. 1 , 2 , 3 , 4 , 5

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS

PAYMENT TERMS NET 30 DAYS OR 0% 30 DAY

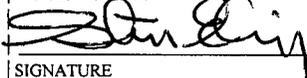
NAME AND ADDRESS OF BIDDER

NAME AND TITLE OF PERSON AUTHORIZED

APEX UNIVERSAL, INC

TO SIGN OFFER:

STREET, CITY, STATE, ZIP



1-20-16

11033 FOREST PL.
SANTA FE SPRINGS, CA 90670

SIGNATURE OFFEROR DATE

TELEPHONE: NUMBER (562) 944-8878

PRINTED NAME: STEVE EDSINGA

FAX TELEPHONE: (562) 944-8298

PRINTED TITLE: SALES MANAGER

E-MAIL sales@apexmarker.com

-----NOTIFICATION OF AWARD-----

ACCEPTANCE AS TO ITEM(S) NUMBERED:

(THIS SECTION FOR COUNTY USE ONLY)

(VC No.)

COUNTY OF SAN DIEGO

By: _____ DATE: _____

JOHN M. PELLEGRINO, DIRECTOR

DEPT OF PURCHASING & CONTRACTING

TOTAL AMOUNT

AWARD No.

NAME AND TITLE OF PROCUREMENT SPECIALIST

SUBMIT THIS COMPLETED FORM AS PAGE 1 OF THE BID

**County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with the offer.

1. BUSINESS TYPE

For-profit Non-profit Government
Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

3.1. Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? Yes No

3.2. Are you a local business with a physical address within the County of San Diego? Yes No

3.3. Are you certified by the State of California as a:

Disabled Veteran Business Enterprise (DVBE)

Certification #: _____

Small Business Enterprise (SBE)

Certification #: 20480

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): _____ %

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.

4.6. Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

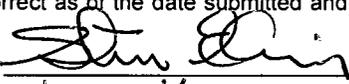
6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: STEVE EDINGA

Signature: 

Title: SALES MANAGER

Date: 1-20-16

Company/Organization: APEX UNIVERSAL, INC

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR TRAFFIC BEADS
SECTION A – INDEMNIFICATION AGREEMENT

THE FOLLOWING INDEMNIFICATION AGREEMENT IS TO BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER.

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and APEX ("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

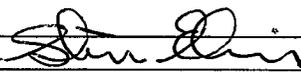
WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq.. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

OFFEROR

Name: <u>STEVE EDINGA</u>	Signature: 
Title: <u>SALES MANAGER</u>	Date: <u>1-20-16</u>
Company/Organization: <u>APEX UNIVERSAL, INC.</u>	

SUBMIT THIS COMPLETED FORM AS PAGE 3 OF THE BID

RFB 7236
 COUNTY OF SAN DIEGO
 DEPARTMENT OF PUBLIC WORKS
 TRAFFIC BEADS
 EXHIBIT C - PRICING SCHEDULE

TRAFFIC BEADS TO BE PACKED IN 2400 LB BAGS		Initial Term Period Date of Award thru January 31, 2017				First Option Period February 1, 2017 thru January 31, 2018				Second Option Period February 1, 2018 thru January 31, 2019		
DESCRIPTION	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE
Traffic Beads to be Delivered to The Department of Public Works, Division I, HQ Spring Valley, CA 91978 (Price to include delivery)	125	Bags	\$679.	\$84,875.	125	Bags	\$690.	\$86,250	125	Bags	\$712.	\$89,000
									Grand Total			
									Basis of Award	XX	XX	\$260,125.

COMPANY: APEX UNIVERSAL, INC

CONTACT NAME: STEVE EDSINGA

PHONE: 602.944.8878

EMAIL: Sales@apexmarker.com

BRAND QUOTING: APEX CALTRANS II

LEAD TIME: 30 DAYS

COMPLETE THIS COMPLETED FORM AS PAGE 4 OF THE BID

**REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION A -DVBE "GOOD FAITH" PACKAGE**

**COUNTY OF SAN DIEGO
DVBE "Good Faith Effort" Package**

**Documentation of Good Faith Effort
(Due within two (2) days of bid opening)**

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of "Good Faith Effort" estimated by the County to be between \$500,000 and \$1 million.

Date: 1-20-16 Bid/Offer No.: RFB 7236
Project Title: TRAFFIC BEADS Project/Activity No. : _____
Bidder/Offeror: APEX UNIVERSAL, INC
Bidder/Offeror Representative: STEVE EDINGA

Please check off the following to insure you have included them in your documentation:

- Documentation of "Good Faith Effort" (3 pages including this page)
- Attachment of Any Additional Supporting Documentation.

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION A –DVBE “GOOD FAITH” PACKAGE

COUNTY OF SAN DIEGO
DOCUMENTATION OF GOOD FAITH EFFORT

A. List potential DVBEs that the bidder solicited prior to prime contractor bid submittal for participation in this contract along with dates.

Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1. <i>N/A</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		<input type="checkbox"/> Yes <input type="checkbox"/> No
13.		<input type="checkbox"/> Yes <input type="checkbox"/> No
14.		<input type="checkbox"/> Yes <input type="checkbox"/> No
15.		<input type="checkbox"/> Yes <input type="checkbox"/> No

B. Solicitations

DVBE Solicitation Sample:

Bidder must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION A - BIDDER/OFFEROR DVBE INFORMATION

COUNTY OF SAN DIEGO
BIDDER/OFFEROR DVBE INFORMATION
(DUE WITHIN TWO (2) DAYS OF BID OPENING)

DATE: 1-20-16 Bid/Offer No.: RFB 7230
 PROJECT TITLE: TRAFFIC BEADS Project/Activity No.: _____
 BIDDER/OFFEROR: APEX UNIVERSAL, INC
 BIDDER/OFFEROR REPRESENTATIVE: STEVE EDWARDS

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR, VENDOR) TO BE USED INCLUDING ADDRESS, TELEPHONE AND CERTIFICATION NUMBER.	DOLLAR AMOUNT TO BE PAID THIS DVBE
	N/A		

TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR/VENDOR) \$

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION.

CALCULATION		
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid/Offer}} \times 100 = \text{Percent of Utilization}$	3%
	$\text{_____} \times 100 = \text{_____} \%$	*See DVBE Participation information sections for further information.

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific instructions on page 2.

Name (as shown on your income tax return) APEX UNIVERSAL, INC	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 11033 FOREST PL.	Requester's name and address (optional)
City, state, and ZIP code SANTA FE SPRINGS, CA 90670	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number 95-4115779

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

ALLEN R. HUNSBERGER
ASSISTANT DIRECTOR

January 11, 2016

ADDENDUM No. 1

Traffic Beads - (RFB 7236)

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

QUESTIONS AND ANSWERS:

- Q:** Can you tell me who the current bead contract is with and at what price/pound?
- A:** *The current contract is with Potters Industries. There price for a 2400lb bag is as follows:*
- | | |
|------|----------|
| 2013 | \$667.20 |
| 2014 | \$691.20 |
| 2015 | \$715.20 |
- Q:** How many pounds will be ordered at a time?
- A:** *The County will order a minimum of nineteen (19) bags (45,600 pounds) and a maximum of thirty- eight (38) bags (91,200 pounds) on any given order.*
- Q:** The "Good Faith Effort" estimated by the County is stated to be between \$500,000 and \$1 million. Since the County's estimate for services is \$100,000 annually, are we required to submit Documentation of Good Faith Effort?
- A:** *No, you won't be required to provide a Good Faith Effort.*

If you have any questions, please contact Maureen Schlentz, Procurement Specialist at (858) 505-6446, or by email at maureen.schlentz@sdcounty.ca.gov.

APEX GLASS SANDERS

 **APEX**
PREMIUM
GLASS BEADS

AASHTO M247-81 TYPE I
NET WEIGHT 50LBS(22.68KG)

BATCH No:

 **APEX**

PREMIUM
GLASS BEADS

CALIFORNIA TYPE II
NET WEIGHT 50LBS(22.68KG)

BATCH No:

APEX UNIVERSAL, INC
PH: (562) 944-8878
FX: (562) 944-2298

Apex marking spheres enhance visibility to improve highway safety. In any adverse conditions, fog, rain or anywhere that requires superior visibility, Apex is clearly your choice.

We manufacture these spheres only for use on California State Highways. Apex marking spheres are a State of California, Department of Transportation approved product. Being a California company, we know the special needs of the California driver and the special visibility requirements to navigate through the most driven highways in the world.

Apex Universal has been a leader in the highway safety market in California for the last 20 years. You probably already know us from our reflective and non-reflective pavement markers. Please contact us and one of our sales professionals will be happy to visit you and discuss all your highway safety needs.

Gradation:
California Department of Transportation Specifications for Type II

Sieve Opening	U.S. Standard Sieve	% by Weight Passing
600 µm	# 30	100
250 µm	# 60	40-70
180 µm	# 80	15-35
106 µm	# 140	0-5

AASHTO Designation: M247-81(1996)

Sieve Opening	U.S. Standard Sieve	% by Weight Passing	
		Type I	Type II
850 µm	# 20	100	-
600 µm	# 30	75-95	100
425 µm	# 40	-	90-100
300 µm	# 50	15-35	50-75
180 µm	# 80	-	0-5
150 µm	# 100	0-5	-

Refractive Index:

The beads have a minimum refractive index of 1.5 when tested by the oil immersion method.

Specific Gravity:

Beads shall have a specific gravity between 2.40 and 2.60 at 25 deg. C per ASTM D-153, Method A.

Moisture Content:

Does not exceed 0.01%.

Chemical Stability:

Refluxing of a 50g sample of beads in a Soxhlet extraction apparatus for 8 hours with distilled water shall not produce more than a very slight reduction in luster or reflecting power of the beads.

Flow:

Beads shall be free flowing. A 23kg sample of beads, when emptied into a service box screen having sieve openings of 1.18 mm (U.A. Standard Sieve #16) shall pass completely through the screen without shaking or any excessive hand manipulation.

ALL SIEVE SIZES AVAILABLE



11033 Forest Place
 Santa Fe Springs, CA 90670
 Phone: (562) 944-8878
 Fax: (562) 944-2298
 E-mail: sales@apexmarker.com
 www.apexmarker.com

TRAFFIC SUPPLY

500 Farm Road 3013 West
 Eagle Lake, Texas 77434
 Phone: (979) 234-5509
 Fax: (979) 234-5446
 E-mail: trafficsupply@elc.net
 www.apexmarker.com

Next

Bid

First In Traffic Solutions



SWARCO REFLEX INC. LLC
P.O. Box 1558, 900 N. Denton, Mexia, TX 76667
T +1-254-562-9879, F +1-254-562-7601
www.swarco.com/northamerica

County of San Diego, RFB No. 7236
Dept of Purchasing & Contracting
5560 Overland Ave., Suite 270
San Diego, CA 92123

SD CNTY PURCH *16 JAN 26 AM 09:50

#4

4

Sealed Bio Enclosed
RFB No. 7236 , Traffic Beads
Opens: January 26, 2016 @ 11:00 am

**REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR TRAFFIC BEADS
SECTION A – P&C 600 FORM**

COUNTY OF SAN DIEGO
SECTION A-P&C 600 FORM

ISSUED: DECEMBER 30, 2015

This is not an order

MAIL OR DELIVER TO:
DEPARTMENT OF PURCHASING & CONTRACTING
COUNTY OF SAN DIEGO, RFB NO. 7236
5560 OVERLAND AVE., SUITE 270
SAN DIEGO, CA 92123

FOR INFORMATION PLEASE CONTACT:
MAUREEN SCHLENTZ
MAUREEN.SCHLENTZ@SDCOUNTY.CA.GOV

Bid OPENING DATE: JANUARY 26, 2016

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
RESPONSIBLE BIDDER BASED ON:

- ALL OR NONE
- EACH LOT
- TOTAL PRICE

BIDS MUST BE RECEIVED AT THE ABOVE
ADDRESS PRIOR TO 11:00 A.M.
ON DATE OF BID OPENING.

UNSPSC Commodity Code: 411128.0000

PLEASE STATE YOUR LOWEST PRICE
F.O.B. DESTINATION AND BRAND NAME
OR TRADE NAME IF APPLICABLE.
(Please use typewriter or black ink)
YOUR ENVELOPE MUST INCLUDE RFB NO. 7236

DESCRIPTION

THE COUNTY OF SAN DIEGO (COUNTY), DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION I IN SPRING VALLEY, CA HAS A REQUIREMENT FOR TRAFFIC BEADS TO BE USED ON AN AS-NEEDED BASIS IN ACCORDANCE WITH THE TERMS & CONDITIONS AND THE SPECIFICATIONS REFLECTED HEREIN.

INITIAL TERM: DATE OF AWARD THRU JANUARY 31, 2017
FIRST OPTION PERIOD: FEBRUARY 1, 2017 THRU JANUARY 31, 2018
SECOND OPTION PERIOD: FEBRUARY 1, 2018 THRU JANUARY 31, 2019

PRICING SUBMITTED IS TO REMAIN FIRM/FIXED FOR ALL TERM PERIODS IDENTIFIED ABOVE. AWARD WILL BE MADE BASED ON THE LOWEST RESPONSIVE RESPONSIBLE BIDDER. BIDDERS ARE REQUIRED TO SUBMIT PRICING ON ALL TERM PERIODS TO BE CONSIDERED RESPONSIVE. BIDDERS SUBMITTING MORE THAN ONE (1) UNIT PRICE OR RANGE OF UNIT PRICES PER ITEM WILL BE CONSIDERED NON-RESPONSIVE.

BIDDER ACKNOWLEDGES ADDENDUM NO. 1 , 2 , 3 , 4 , 5

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS		PAYMENT TERMS NET 30 DAYS OR % DAY	
NAME AND ADDRESS OF BIDDER	Swarco Reflex LLC	NAME AND TITLE OF PERSON AUTHORIZED	
	900 N. Denton	TO SIGN OFFER:	
STREET, CITY, STATE, ZIP	Mexia, TX 76667		1/20/2016
TELEPHONE: NUMBER (254) 562-9879		SIGNATURE	OFFEROR DATE
FAX TELEPHONE: (254) 562-7601		PRINTED NAME: Jon Sproul	
E-MAIL roseann.meredith@swarco.com		PRINTED TITLE: President/GM	

ACCEPTANCE AS TO ITEM(S) NUMBERED:	NOTIFICATION OF AWARD	
(VC No.)	(THIS SECTION FOR COUNTY USE ONLY)	
	COUNTY OF SAN DIEGO	DATE:
	By: JOHN M. PELLEGRINO, DIRECTOR	
	DEPT OF PURCHASING & CONTRACTING	

TOTAL AMOUNT	AWARD NO.	NAME AND TITLE OF PROCUREMENT SPECIALIST
--------------	-----------	--

SUBMIT THIS COMPLETED FORM AS PAGE 1 OF THE BID

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. BUSINESS TYPE

For-profit Non-profit Government
Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

- 3.1. Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? Yes No
- 3.2. Are you a local business with a physical address within the County of San Diego? Yes No
- 3.3. Are you certified by the State of California as a: NO
 Disabled Veteran Business Enterprise (DVBE)
Certification #: _____
 Small Business Enterprise (SBE)
Certification #: _____
See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.
- 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): NONE %

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

- 4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and
- 4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- 4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.
- 4.6. Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).
- 4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

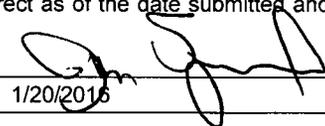
By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:

- 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
 - 6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
 - 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Jon Sproul
Title: President/GM
Company/Organization: Swarco Reflex LLC

Signature: 
Date: 1/20/2016

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Revised 07-09-14

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR TRAFFIC BEADS
SECTION A – INDEMNIFICATION AGREEMENT

THE FOLLOWING INDEMNIFICATION AGREEMENT IS TO BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER.

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Swarco Reflex LLC ("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

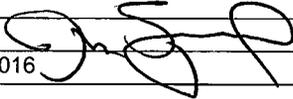
WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq.. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

OFFEROR

Name: Jon Sproul	Signature: 
Title: President/GM	Date: 1/20/2016
Company/Organization: Swarco Reflex LLC	

SUBMIT THIS COMPLETED FORM AS PAGE 3 OF THE BID

**RFB 7236
COUNTY OF SAN DIEGO
DEPARTMENT OF PUBLIC WORKS
TRAFFIC BEADS
EXHIBIT C - PRICING SCHEDULE**

TRAFFIC BEADS TO BE PACKED IN 2400 LB BAGS		Initial Term Period Date of Award thru January 31, 2017				First Option Period February 1, 2017 thru January 31, 2018				Second Option Period February 1, 2018 thru January 31, 2019		
DESCRIPTION	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE
Traffic Beads to be Delivered to The Department of Public Works, Division I, HQ Spring Valley, CA 91978 (Price to include delivery)	125	Bags	\$852.00/ bag	\$ 106,500.00	125	Bags	\$890.00/ bag	\$ 111,250.00	125	Bags	\$930.00/bag	\$ 116,250.00
									Grand Total			
									Basis of Award	XX	XX	\$ 334,000.00

COMPANY: Swarco Reflex LLC

CONTACT NAME: Roseann Meredith, Bid Administrator

PHONE: 931-388-5900 x234

EMAIL: roseann.meredith@swarco.com

BRAND QUOTING: Swarco

LEAD TIME: 30 days/ARO

COMPLETE THIS COMPLETED FORM AS PAGE 4 OF THE BID

**REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION A – DESIGNATION OF SUBCONTRACTORS**

Set forth below is the full name and the location of the place of business and the California contractor license number of each Subcontractor whom the Contractor proposes to subcontract portions of the work in excess of one-half of one percent, and the portion of the work which will be done by each Subcontractor for each subcontract.

NOTE: The Bidder understands that if the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Fair Practices act (Section 4100 et seq. of the California Public Contract Code).

The "Business Name and Address", California contractor license number, and "Portion of Work to be Subcontracted" that will be done by each subcontractor are required at time of bid. The remainder of the information shall be submitted by email to the listed contact for this solicitation within 24 hours of bid submittal.

If no subcontractors are to be employed on the project, enter the word "NONE".

PORTION OF WORK TO BE SUBCONTRACTED			SUBCONTRACTOR		
Item #	Description of Work	% of Total Contract	Business Name and Address	License #, Classification(s), and Expiration Date	DIR Registration No.

Total Percent SUBCONTRACTED: NONE

SUBMIT THIS COMPLETED FORM AS PAGE 5 OF THE BID

REQUEST FOR BID (RFB) 7236
DEPARTMENT OF PUBLIC WORKS-ROADS DIVISION
TRAFFIC BEADS
SECTION A - DESIGNATION OF SUBCONTRACTORS

BUSINESS NAME (PRIME) NONE	DIR REGISTRATION NO.	EMAIL ADDRESS (Point of Contact for <u>this</u> Project)

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

BUSINESS NAME (SUB) NONE	DIR REGISTRATION NO.	EMAIL ADDRESS (Point of Contact for <u>this</u> Project)

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

BUSINESS NAME (SUB) NONE	DIR REGISTRATION NO.	EMAIL ADDRESS (Point of Contact for <u>this</u> Project)

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
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<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

SUBMIT THIS COMPLETED FORM AS PAGE 6 OF THE BID