

RESOLUTION NO. 2012 - 70

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 12-38 AND TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF COMPLETE TRAFFIC SIGNS**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with Rocal Inc. to provide complete traffic signs (sheeting affixed to sign blanks and faces affixed to sign blanks) to St. Johns County; and

**WHEREAS**, through the County's formal bid process, Rocal Inc. was selected as the most qualified respondents to enter into contract with the County to provide the equipment referenced above; and

**WHEREAS**, the purchase is being funded by Traffic Operations Department fund; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 12-38 to Rocal Inc.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Rocal Inc., on behalf of the County for the purchase of Complete Traffic Signs as specifically provided in Bid No 12-38.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 6<sup>th</sup> day of March, 2012.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By: [Signature]  
Chair

ATTEST: Cheryl Strickland, Clerk

By: [Signature]  
Deputy Clerk

RENDITION DATE 3/8/12



**CONTRACT AGREEMENT**  
**for**  
**Bid No: 12-38**  
**Purchase of Complete Traffic Signs**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2012 by and between **ST. JOHNS COUNTY**, hereinafter called "County", and **Rocal Inc., 3186 CR 550, Frankfort, OH 45628, 740-998-2122** hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned;

1. **Scope of Services.** The Contractor will provide complete traffic signs (sheeting affixed to sign blanks and faces affixed to sign blanks) to **St. Johns County Traffic Operations Department listed on Exhibit "A" attached from bid documents Bid No. 12-38.**

2. **Term.** The term of this Agreement shall begin on **March 19, 2012**, and shall end at 11:59 p.m. on **March 18, 2013**, and may be renewed for up to a maximum of three (3) one (1) year renewal periods, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Section, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed the Scope of Services noted elsewhere in this Agreement.

3. **Fixed Price.** The agreed price shall remain fixed for the Agreement Term in accordance with Exhibit A, attached hereto and incorporated herein by this reference. Price increases shall be considered at the end of each Agreement renewal year. Negotiated increases: (i) shall not exceed prior 12 months (CPI), Consumer Price Index; (ii); shall be approved by the County's Purchasing Director and Traffic Operations Manager; and shall be submitted in writing at least 30 days prior to the effective date of the renewal option.

4. The term CONTRACT "DOCUMENTS" means and includes the following:

- (1) ADVERTISEMENT FOR BIDS AND INSTRUCTION TO BIDDERS
- (2) BID PROPSAL – COUNTY BID FORM & ATTACHMENT "A"
- (3) BID SPECIFICATIONS & CONDITIONS
- (4) CONTRACTOR'S PROPOSAL DATED 1/20/2012
- (5) CONTRACT AGREEMENT
- (6) NOTICE OF AWARD
- (7) Exhibit "A" – ITEMS AWARDED

4. **Binding Effect.** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

5. **Amendments to this Agreement.** Both the County and the Contractor acknowledge that this Agreement constitutes the complete agreement and understanding of the parties.

Further, both the County and the Contractor acknowledge that any change, amendment, modification, revision, or extension of this Agreement (other than termination, as noted elsewhere in this Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the County, and the Contractor.

6. **Notices.** All Official Notices to the County shall be delivered either by hand (receipt of delivery required), or by certified mail to:

**St. Johns County Traffic Operations**

Attn: Greg Kennedy  
2740 Industry Center Road  
St. Augustine, FL 32084

With a copy to:

**St. Johns County Purchasing Division**

Attn: Purchasing Director  
2446 Dobbs Road  
St. Augustine, FL 32086

All Official Notices to Contractor shall be delivered either by hand (receipt of delivery required), or by certified mail to:

**Rocal Inc.**

Attn: Alan Christopher  
3186 CR 550  
Frankfort, OH 45628

All other correspondence, not classified as Official Notices, may be delivered, disseminated, and/or submitted by any means acceptable to both parties, specifically including, faxing, e-mailing, or text messaging.

7. **No Commitment of County Funds.** The County makes no express commitment to provide funds in any given County Fiscal Year. Moreover, it is expressly noted that Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

8. **Governing Law and Venue:** This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

9. **Access to Records.** The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

10. **Review of Records.** As a condition of entering into this Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorizes the County to examine, review, inspect and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Agreement. It is specifically noted that Contractor is under no duty to provide access to documentation, not related to this Agreement, and is otherwise protected by County, State, or Federal law.

11. **Indemnity.** To the extent permitted by law, the Contractor shall indemnify, defend, and hold County harmless from, and against, all claims and reasonable costs associated with the Scope of Services noted in this Contract.

12. **Termination (without cause).** This Agreement may be terminated without cause upon either the County, or the Contractor providing at least sixty (60) days prior written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the County or the Contractor intends to terminate this Agreement sixty (60) days from the date of notification (unless a date greater than sixty (60) days is specified). Consistent with other provisions of this Agreement, the Contractor shall be compensated for any services and/or expenses that are both authorized under this Agreement and that are performed and/or accrue up to the termination of this Agreement.

13. **Severability.** If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

14. **Assignment; Procedure for Achieving Assignment; Effect of Not Following Procedure.** In light of the scope and rationale for this Agreement, neither the County, nor the Contractor may assign, transfer, and/or sell any of the rights noted in this Agreement, or associated with this Agreement, without the express written approval of the other party. Should either the County or the Contractor assign, transfer, and/or sell any of the rights of this Agreement, without such prior written approval of the other party, then such action on the part of either the County, or Contractor, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

15. **Insurance:** The Vendor agrees to procure at its sole expense and maintain for the duration of this Agreement the following insurance:

**Insurance Requirements**

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
  - a. Premises/operations
  - b. Products/complete operations
  - c. Contractual liability
  - d. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
  - a. Owned autos
  - b. Hired autos
  - c. Non-owned autos

**Special Requirements**

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
  - a. **St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.**
  - b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement, three (3) copies of which shall be deemed an original on the date first above written.

CONTRACTOR:

COUNTY:

Rocal Inc. Seal

St. Johns County, Florida Seal

BY: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Signature

NAME: \_\_\_\_\_  
Printed Name & Title

NAME: Joe Burch, Purchasing Director

\_\_\_\_\_  
Date of Execution

Cheryl Strickland, Clerk of Courts

\_\_\_\_\_  
By Deputy Clerk

\_\_\_\_\_ Date

Legally Sufficient:

\_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_

**Exhibit "A"**

**Bid No. 12-38  
Purchase of Complete Traffic Signs**

**Award the following items to Rocal Inc.:**

**Product**

**COVERED SIGN BLANKS: STREET SIGN BLANKS**  
(Sheeting Affixed To Blanks)

063 GAUGE UNLESS STATED IN DESCRIPTION, ALL BLANKS MUST HAVE AN ALODINE OR EQUAL FINISH, 3/4 RADIUS CORNERS, 3/8" HOLES TO BE DRILLED 1" FROM EDGE OF BLANK VERTICALLY ON CENTER AND 1/2" FROM EDGE OF BLANK HORIZONTALLY ON CENTER. BLANKS ARE TO BE DEBURRED ON EDGES AND CORNERS. BLANKS ARE TO BE COVERED WITH HIGH INTENSITY PRISMATIC GRADE SHEETING, 3M BRAND, "NO SUB", REFLECTIVE, PRESSURE SENSITIVE. THE PRISMATIC LINES ARE TO RUN VERTICAL IN DIRECTION WHEN APPLIED. . W=WIDTH H=HEIGHT

DESCRIPTION	SIZE IN X IN	UNIT COST EACH
RECTANGLE "STREET SIGN" 063 GAUGE	30W X 9H	\$7.14
RECTANGLE "STREET SIGN" 063 GAUGE	36W X 9H	\$8.55
RECTANGLE "STREET SIGN" 063 GAUGE	42W X 9H	\$9.99
RECTANGLE "STREET SIGN" 063 GAUGE	48W X 9H	\$11.40

**COMPLETE TRAFFIC SIGNS**  
(Faces affixed to Blanks)

080 GAUGE UNLESS STATED IN DESCRIPTION, STANDARD RADIUS CORNERS, ALL BLANKS MUST HAVE AN ALODINE OR EQUAL FINISH, BLANKS ARE TO BE DEBURRED ON EDGES AND CORNERS. HOLES ARE TO BE DRILLED ACCORDING TO THE FEDERAL HIGHWAY ADMINISTRATION STANDARD, HOLES ON CENTER LINE, SQUARE BLANKS ARE TO BE DRILLED VERTICALLY, RECTANGULAR BLANKS ARE TO BE DRILLED VERTICALLY. W=WIDTH H=HEIGHT

THE FILM SHALL BE DIAMOND GRADE DG CUBED, 3M BRAND, "NO SUB", REFLECTIVE, PRESSURE SENSITIVE FOR THE YIELD AND STOP SIGNS. HIGH INTENSITY PRISMATIC GRADE, 3M BRAND, "NO SUB", REFLECTIVE, PRESSURE SENSITIVE FOR THE REST OF THE SIGNS.

DESCRIPTION	SIZE INCHES	UNIT COST EACH
STOP SIGN	30 X 30	\$27.40
STOP SIGN	36 X 36	\$39.51
STOP SIGN	48 X 48	\$70.24
YIELD	30	\$13.90
YIELD	36	\$19.12
ONE WAY (LEFT)	36 X 12	\$13.17
ONE WAY (RIGHT)	36 X 12	\$13.17
DO NOT ENTER	30 X 30	\$27.43

DIVIDED HIGHWAY	24 X 18	\$13.17
DIVIDED HIGHWAY	24 X 18	\$13.17

**COMPLETE TRAFFIC SIGNS**

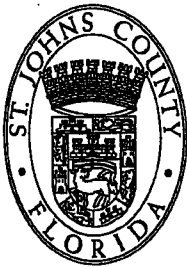
(Faces affixed to Blanks)

080 GAUGE UNLESS STATED IN DESCRIPTION, STANDARD RADIUS CORNERS, ALL BLANKS MUST HAVE AN ALODINE OR EQUAL FINISH, BLANKS ARE TO BE DEBURRED ON EDGES AND CORNERS. HOLES ARE TO BE DRILLED ACCORDING TO THE FEDERAL HIGHWAY ADMINISTRATION STANDARD, HOLES ON CENTER LINE, SQUARE BLANKS ARE TO BE DRILLED VERTICALLY, RECTANGULAR BLANKS ARE TO BE DRILLED VERTICALLY. W=WIDTH H=HEIGHT

THE FILM SHALL BE HIGH INTENSITY PRISMATIC GRADE SHEETING, 3M BRAND, "NO SUB", REFLECTIVE, PRESSURE SENSITIVE. THE FILM SHALL BE FLOURSCENT GRADE SHEETING, AS NOTED IN THE DESCRIPTION, 3M BRAND, "NO SUB", REFLECTIVE, PRESSURE SENSITIVE.

DESCRIPTION	SIZE INCHES	UNIT COST EACH
SPEED LIMIT (VARIOUS SPEEDS)	36 X 48	\$56.68
SPEED LIMIT (VARIOUS SPEEDS)	24 X 30	\$21.95
CHEVRONS	18 X 24	\$13.17
LEFT TURN	36 X 36	\$39.51
RIGHT TURN	36 X 36	\$39.51
LEFT TURN	30 X 30	\$27.44
RIGHT TURN	30 X 30	\$27.44
LEFT CURVE	36 X 36	\$39.51
RIGHT CURVE	36 X 36	\$39.51
LEFT CURVE	30 X 30	\$27.44
RIGHT CURVE	30 X 30	\$27.44
PED CROSSING (YELLOW AND BLACK)	30 X 30	\$27.44
PED CROSSING (YELLOW AND BLACK)	36 X 36	\$39.51
PED CROSSING (FLUORESCENT YELLOWGREEN AND BLACK)	30 X 30	\$44.06
PED CROSSING (FLUORESCENT YELLOWGREEN AND BLACK)	36 X 36	\$63.45
SCHOOL PED CROSSING (FLUORESCENT YELLOWGREEN AND BLACK)	36 X 36	\$63.45
NO OUTLET (LEFT)	36 X 8	\$12.50
NO OUTLET (RIGHT)	36 X 8	\$12.50
DEAD END (LEFT)	36 X 8	\$12.50
DEAD END (RIGHT)	36 X 8	\$12.50
CIRCLE P (No Parking)	24 X 24	\$17.56





ST. JOHNS COUNTY  
PURCHASING DEPARTMENT

2446 Dobbs Road  
St. Augustine, Florida 32086

---

I N T E R O F F I C E M E M O R A N D U M

---

TO: Greg Kennedy, Traffic Operations Manager  
FROM: Leigh Daniels, CPPB, Buyer III *LD*  
SUBJECT: Transmittal of Bids Received for Bid No. 12-38, Purchase of Complete Traffic Signs  
DATE: February 1, 2012

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Dept. Approval *Gregory Kennedy*

Date *02-08-12*

Budget Amount *\$37,000*

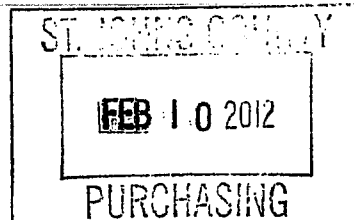
Account Funding Title *SIGN MATERIALS*

Funding Charge Code *1125-55301*

Award to *Rocal Inc.*

Award Amount *\$33,873.50*

Traffic & Transportation  
FEB - 3 2012



**ST. JOHNS COUNTY  
BID TABULATION**

**BID TITLE**

PURCHASE OF COMPLETE TRAFFIC SIGNS

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BID, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

**OPENED BY  
TABULATED BY  
VERIFIED BY**

LEIGH DANIELS  
JAIMIE LOCKLEAR

**BID NUMBER**

12-38

**OPENING DATE/TIME**

February 1, 2012

2:00 PM

UNTIL

**POSTING DATE/TIME**

02/01/12

3:00 PM

FROM

02/06/12

3:00 PM

PAGE (S) 1 of 2

BIDDERS	TOTAL PACKAGE BID PRICE	DELIVERY DATE	ADDENDUM # 1				
ALLMAC SIGNS	\$39,506.50	21-30 DAYS	YES				
VULCAN SIGNS	\$34,638.85	3-5 DAYS ARO	YES				
MUNICIPAL SUPPLY & SIGN CO	\$39,436.13	5 DAYS ARO	NO				
ROCAL INC	\$33,873.50	45 DAYS	YES				
CUSTOM PRODUCTS CORPORATION	\$37,599.30	30 DAYS	YES				
OSBURN ASSOCIATES INC	\$37,723.45	30 DAYS ARO	YES				

BID AWARD DATE - \_\_\_\_\_

**ST. JOHNS COUNTY  
BID TABULATION**

**BID TITLE** PURCHASE OF COMPLETE TRAFFIC SIGNS

**BID NUMBER** 12-38

**OPENING DATE/TIME** February 1, 2012 2:00 PM

**POSTING DATE/TIME** 02/01/12 3:00 PM **FROM** UNTIL 02/06/12 3:00 PM  
 ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED  
 DECISION WITH RESPECT TO THE AWARD OF ANY BID,  
 SHALL FILE WITH THE PURCHASING DEPARTMENT FOR  
 ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT  
 FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)  
 HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL  
 HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION  
 PROTEST PROCEDURES MAY BE OBTAINED IN THE  
 PURCHASING DEPARTMENT.

**OPENED BY** LEIGH DANIELS  
**TABULATED BY** JAIMIE LOCKLEAR  
**VERIFIED BY** [Signature]

BIDDERS	TOTAL PACKAGE BID PRICE	DELIVERY DATE	ADDENDUM # 1					
PRIDE ENTERPRISES	\$70,062.80	30 DAYS ARO	YES					
UNIVERSAL SIGNS & ACCESSORIES	\$39,174.25	15-20 DAYS ARO	YES					

**BID AWARD DATE -** \_\_\_\_\_

**BID NO: 12-38**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be accepted until **2:00 P.M.** on **February 1, 2012** by Leigh Daniels, CPPB, Buyer III, St. Johns County Purchasing Department, 2446 Dobbs Road, St. Augustine, Florida 32086, (904) 209-0154, for the **Purchase of Complete Traffic Signs**. Bids will be opened promptly after the 2:00 p.m. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

Any and all procurement questions shall be directed to Leigh Daniels, CPPB, Buyer III, St. Johns County Purchasing, phone number (904) 209-0154 or email ldaniels@sjcfl.us. The deadline for all questions shall be no later than 4:00 p.m., Wednesday, January 25, 2012.

Package request forms are available on DemandStar.com and requesting Document # **12-38**. Additionally, document orders may be facilitated through Onvia DemandStar, Inc. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to Onvia DemandStar is also available through the St. Johns County Website at www.sjcfl.us/BCC/Purchasing/Open Bids.aspx. Check the County's site for download availability and any applicable fees. Vendors registered with Onvia DemandStar.com may visit www.demandstar.com to electronically download some documents.

The Board of County Commissioners reserves the right to reject any and all bids and to waive minor formalities or to award the bid whose bid best serves the interest of the County.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

---

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
CHERYL STRICKLAND, CLERK

BY: \_\_\_\_\_  
DEPUTY CLERK

ST. JOHNS COUNTY  
PURCHASING DEPARTMENT

INSTRUCTIONS TO BIDDERS

These instructions will bind bidders to terms and conditions herein set forth, except as specifically qualified in special bid contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
  - A. The ability, capacity and skill of bidder to perform required service.
  - B. Whether bidder can perform service promptly or within specified time.
  - C. The character, integrity, reputation, judgement, experience and efficiency of bidder.
  - D. The performance of previous contracts with St. Johns County.
  - E. The suitability of equipment of material for county use.
  - F. The ability of bidder to provide future maintenance and parts service.
2. Payment terms are net forty-five (45) unless otherwise specified. Favorable terms, discounts may be offered and will be considered in determining low bids if they are deemed by the Purchasing Department advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors.
4. All requested information should be included in the bid envelope or your bid may not receive full consideration.
5. If anything of the bid request is not clear, you should contact the Purchasing Department immediately.
6. A bidder's list is available at the Purchasing Office.
7. Quote all prices F.O.B. (Free On Board), our warehouse or as specified in bid documents.
8. Each proposal shall be clearly marked on the outside of the envelope with the following:
  - A. Sealed Bid Number
  - B. Name of Item Being Bid in Full
  - C. Vendor name and address
9. No Responsibility will attach to any County representative or employee for the premature opening of bid not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised.
11. Bids received late will not be accepted and the County will not be responsible for late mail delivery. However, should a bid be misplaced by the County and found later, will be considered.
12. Telephone and facsimile bid will not be acceptable in formal Sealed Bids openings.
13. Any bidder may request and shall receive a receipt showing the day and hour any bid is delivered to the appropriate office of the County from the personnel thereof.
14. All bidders must be recognized dealers in the materials of equipment specified and be qualified to advise in their application or use. A bidder may at any time be requested to satisfy the Purchasing Office and the County Administrator that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
15. Any alterations, erasures, additions or omissions of required information or any changes of specifications or bidding schedule is done at risk of the bidder. Any bid will be rejected that has a substantial variation. For example, a variation that affects the price, quality or delivery date (when delivery is required by a specific time).
16. When requested, samples will be furnished to the County free of expense,

properly marked for identifications and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the interest of the County to do so for the purpose of testing.

17. The County will reject any material, supplies or equipment that do not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications of advertisements is for the purpose of bidding ONLY. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment, as evidenced by the manufacturer's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
21. The successful bidder on motor vehicle equipment shall be required to furnish with the delivery of the vehicle a certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.
22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
23. All materials, equipment and supplies shall be subjected to rigid inspection under the immediate supervision of the Purchasing Department, its designee and/or the department to which they are delivered. If defective material, equipment or supplies are discovered, the vendor shall remove or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the vendor or release him from his obligation to perform and deliver to the County sound and satisfactory materials, equipment or supplies. The vendor agrees to pay the costs of all test upon defective material, equipment or supplies or allow the cost to be deducted from any monies due him from the County.
24. Unless otherwise specified, the County reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of the County.
25. A contract may not be awarded to any corporation, firm or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Administrator.
28. The County reserves the right to reject any or all bids or quotations, to waive any minor discrepancies in the bids for all bidders equally when deemed to be in the best interest of the County and to purchase any part, all or none of the materials, supplies or equipment specified.
29. Failure of the bidder to sign the bid or have the signature of any authorized representative or agent on the bid proposal in the space provided may be cause for rejection of the bid. Signature must be written in ink or indelible pencil. Typewritten or printed signatures will not be acceptable.

30. Any bidder may withdraw his bid at any time BEFORE the time set of opening of the bids. A bid may be withdrawn AFTER the bids are opened only with permission of the Purchasing Agent.
31. It is mutually, understood and agreed that, if at any time, the Purchasing Department or designee shall be of the opinion that the contract, or any part thereof, is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory or that the contractor is willfully violating any of the condition or covenants of the agreement or is executing the same in bad faith, the Purchasing Agent or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice or letter to address given in proposal. If after three (3) working days of notification, the conditions are not corrected to the satisfaction of the Purchasing Agent, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors or assigns, shall pay the amounts of such excess to the County on notice by the Purchasing Department or his designee of the excess due.
32. Any complaint from bidders relative to the invitation to bid or any attached specifications shall be made prior to the time of opening bids, otherwise, the bidder waives any such complaint.
33. A vendor writing specifications for the County may not be allowed to bid on that project.
34. Contracts may be canceled by the County with or without cause on thirty (30) days advance written notice.
35. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for St. Johns County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturday, Sunday and legal holidays) after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.

BID NO: 12-38

ST. JOHNS COUNTY, FLORIDA  
QUOTATION FORM

TO: THE BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

DATE: 1/20, 2012

-BID PROPOSAL-

If awarded a Purchase Order on the basis of this proposal, the undersigned pledges to provide the equipment as specified in the Bid Proposal and County Specifications barring delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

The undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud, and that no member of the County Board, or any other agent or employee of the County, directly or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

The following proposal is presented:

**PURCHASE OF COMPLETE TRAFFIC SIGNS, AS PER ATTACHED SPECIFICATIONS OR APPROVED EQUIVALENT. ST. JOHNS COUNTY INTENDS TO AWARD TO THE OVERALL LOW BIDDER.**

Bid Price per item shall be firm for one (1) year upon notification of successful award.

TOTAL PACKAGE BID \$ 33,873.50

DELIVERY DATE: 45 Days



BID NO: 12-38  
Signs

Official Total Bid Form for Purchase of Complete Traffic

I certify that the materials presented in the above proposal meets or exceeds the County specifications and that I, the undersigned bidder, declare that I have carefully examined the specifications, terms and conditions of this bid and I am thoroughly familiar with it's provisions and quality and type of coverage called for and bid herein. The undersigned further declares that he has not divulged, discussed or compared his bid with any other bidders and has not colluded with any other bidder or parties to a bid whatsoever for any fraudulent purpose.

COMPANY: Rocal, Inc

ADDRESS: 3186 CR 55D

Frankfort, OH 45628

MINORITY OR WOMAN OWNED BUSINESS: NO

FEDERAL ID NO. OR SOCIAL SECURITY NO.: 31-0650779

SIGNATURE: Alan Christopher

Alan Christopher  
(Typed or Printed Name)

TITLE: Sales Mgr

DATE: 1/20/12

TELEPHONE NO.: 740-998-2122

FAX NO. 740-998-2073

EMAIL ADDRESS achristopher@rocal.com

**BID NO: 12-38**  
**Signs**

**Official Total Bid Form for Purchase of Complete Traffic**

Remarks to Bidder:

Bids must be submitted in **TRIPLICATE!** Bids must be placed in an envelope, sealed and plainly marked "**SEALED BID NO: 12-38, PURCHASE OF COMPLETE TRAFFIC SIGNS**". The company name must be indicated on the envelope, also.

**All bids must be signed manually by a responsible officer of your company in ink or indelible pencil.**

Attachment "A" affidavit must be completed and attached to bid proposal.

The Board of County Commissioners reserves the right to reject any or all bids, waive minor formalities or award the bid to the bidder whose proposal best services the interest of the County.

**BID NO: 12-38**  
**Signs**

**Official Total Bid Form for Purchase of Complete Traffic**

**METHOD OF ORDERING:**

A Purchase Order will be issued for items on an "as needed basis".

**PRICE:**

Bid Price per item shall be firm for one (1) year upon notification of successful award. All items must be priced, "no bids" will not be accepted on items and partial bids will not be accepted. St. Johns County intends to award to the overall lowest bidder.

Price must be inclusive of any freight, handling, delivery, surcharges or any other incidental charges.

No additional charges shall be passed to the St. Johns County, including any applicable taxes, delivery or fuel surcharges. Price quoted shall be final cost to St. Johns County.

A packing slip must accompany each delivery and must include the purchase order number, quantity, description and unit pricing.

**PAYMENT/INVOICE**

Payments will be processed promptly after completion of delivery of items and after receipt of properly prepared and verified or approved invoices.

Invoices must contain the following information:

Vendors name and address

Ship to address

Purchase order number

Itemization of each item purchased to include:

Description

Unit price

Quantity

Total price

Total amount of invoice

Date of delivery

Invoices must not reflect any outstanding back orders.

Invoices must be delivered to the following address for payment:

St. Johns County Traffic Operations

Attn: Greg Kennedy

2740 Industry Center Road

St. Augustine, FL 32084

**BID NO: 12-38      Official Total Bid Form for Purchase of Complete Traffic Signs**

**CONTRACT TERM:**

The contract will be for an initial period of one (1) year. The contract price will remain fixed for the contract term. The contract may be extended in one (1) year increments, for a maximum of three (3) one year extensions, after negotiations with the vendor, providing the negotiated extension is approved by the Purchasing Director and Traffic Operations Department being represented or their designees, and the St. Johns County Commissioners. Price increases will be considered at the end of each contract/agreement renewal year. Negotiated increases not to exceed prior 12 months Consumer Price Index (CPI), and is approved by the Purchasing Director and the Traffic Operations Manager and is submitted in writing at least 30 days prior to the effective date of the renewal option.

**TERMS:**

Net 45 Days

**DELIVERY:**

F.O.B. Destination  
St. Johns County Traffic Operations Department  
2740 Industry Center Road  
St. Augustine, FL. 32084  
Attn: John Simms

**COOPERATIVE OR PIGGYBACK PURCHASE:** Any bidder(s) awarded under this bid agree(s) that such constitutes a bid price to all State, County, and Local agencies and Political Subdivisions of the State of Florida under the same conditions, process and effective period as this bid, should the awarded bidder(s) deem it in the best interest of their business to do so.

The Board of County Commissioners reserves the right to reject any or all bids, waive minor formalities or award the bid to the bidder whose proposal best services the interest of the County.

ATTACHMENT "A"

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Bidder shall attach to his bid a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Ohio COUNTY OF ROSS. Before me, the undersigned authority, personally appeared Alan Christopher who, being duly sworn, deposes and says he is Sales Mgr (Title) of Rocal, Inc (Firm) the bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 12-38, Purchase of Complete Traffic Signs St. Johns County.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association or corporation has neither directly, nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this firm's bid on the above described project. Furthermore, neither the firm nor any of it's officers are debarred from participating in public contract lettings in any other state.



KIMBERLY S. GRAGG  
Notary Public  
State of Ohio  
My Commission Expires  
April 7, 2015

Rocal, Inc  
(Bidder)  
By Alan Christopher  
Sales Mgr  
(Title)

Sworn and subscribe to before me this 20<sup>th</sup> day of January 2012.

Kimberly S. Gragg  
Notary Public

My Commission Expires: 4-7-15  
**BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE & ATTACH THIS AFFIDAVIT TO EACH BID.**

**COVERED SIGN BLANKS: STREET SIGN BLANKS** *We are quoting single Sided.*  
(Sheeting Affixed To Blanks)

063 GAUGE UNLESS STATED IN DESCRIPTION, ALL BLANKS MUST HAVE AN ALODINE OR EQUAL FINISH, 3/4 RADIUS CORNERS, 3/8" HOLES TO BE DRILLED 1" FROM EDGE OF BLANK VERTICALLY ON CENTER AND 1/2" FROM EDGE OF BLANK HORIZONTALLY ON CENTER. BLANKS ARE TO BE DEBURRED ON EDGES AND CORNERS. BLANKS ARE TO BE COVERED WITH HIGH INTENSITY PRISMATIC GRADE SHEETING, 3M BRAND, "NO SUB", REFLECTIVE, PRESSURE SENSITIVE. THE PRISMATIC LINES ARE TO RUN VERTICAL IN DIRECTION WHEN APPLIED. . W=WIDTH H=HEIGHT

DESCRIPTION	SIZE IN X IN	EST QTY	CODES	UNIT COST EACH	EXTENDED PRICE
RECTANGLE "STREET SIGN" 063 GAUGE	30W X 9H	200		7.14	1428.00
RECTANGLE "STREET SIGN" 063 GAUGE	36W X 9H	100		8.55	855.00
RECTANGLE "STREET SIGN" 063 GAUGE	42W X 9H	100		9.99	999.00
RECTANGLE "STREET SIGN" 063 GAUGE	48W X 9H	100		11.40	1140.00

**COMPLETE TRAFFIC SIGNS**  
(Faces affixed to Blanks)

080 GAUGE UNLESS STATED IN DESCRIPTION, STANDARD RADIUS CORNERS, ALL BLANKS MUST HAVE AN ALODINE OR EQUAL FINISH, BLANKS ARE TO BE DEBURRED ON EDGES AND CORNERS. HOLES ARE TO BE DRILLED ACCORDING TO THE FEDERAL HIGHWAY ADMINISTRATION STANDARD, HOLES ON CENTER LINE, SQUARE BLANKS ARE TO BE DRILLED VERTICALLY, RECTANGULAR BLANKS ARE TO BE DRILLED VERTICALLY. W=WIDTH H=HEIGHT

THE FILM SHALL BE DIAMOND GRADE DG CUBED, 3M BRAND, "NO SUB", REFLECTIVE, PRESSURE SENSITIVE FOR THE YIELD AND STOP SIGNS. HIGH INTENSITY PRISMATIC GRADE, 3M BRAND, "NO SUB", REFLECTIVE, PRESSURE SENSITIVE FOR THE REST OF THE SIGNS.

DESCRIPTION	SIZE INCHES	EST QTY	CODES	UNIT COST EACH	EXTENDED PRICE
STOP SIGN	30 X 30	100	R1-1	27.43	2743.00
STOP SIGN	36 X 36	50	R1-1	39.51	1975.50
STOP SIGN	48 X 48	5	R1-1	70.24	351.20
YIELD	30	10	R1-2	13.90	139.00
YIELD	36	15	R1-2	19.12	286.80
ONE WAY (LEFT)	36 X 12	5	R6-1L	13.17	65.85
ONE WAY (RIGHT)	36 X 12	5	R6-1R	13.17	65.85
DO NOT ENTER	30 X 30	10	R5-1	27.43	274.30
DIVIDED HIGHWAY	24 X 18	5	R6-3	13.17	65.85
DIVIDED HIGHWAY	24 X 18	5	R6-3A	13.17	65.85

BID.NO: 12-38  
Signs

Official Total Bid Form for Purchase of Complete Traffic

COMPLETE TRAFFIC SIGNS (Faces affixed to Blanks)					
080 GAUGE UNLESS STATED IN DESCRIPTION, STANDARD RADIUS CORNERS, ALL BLANKS MUST HAVE AN ALODINE OR EQUAL FINISH, BLANKS ARE TO BE DEBURRED ON EDGES AND CORNERS. HOLES ARE TO BE DRILLED ACCORDING TO THE FEDERAL HIGHWAY ADMINISTRATION STANDARD, HOLES ON CENTER LINE, SQUARE BLANKS ARE TO BE DRILLED VERTICALLY, RECTANGULAR BLANKS ARE TO BE DRILLED VERTICALLY. W=WIDTH H=HEIGHT					
THE FILM SHALL BE HIGH INTENSITY PRISMATIC GRADE SHEETING, 3M BRAND, "NO SUB", REFLECTIVE, PRESSURE SENSITIVE. THE FILM SHALL BE FLOURSCENT GRADE SHEETING, AS NOTED IN THE DESCRIPTION, 3M BRAND, "NO SUB", REFLECTIVE, PRESSURE SENSITIVE.					
DESCRIPTION	SIZE INCHES	EST QTY	CODES	UNIT COST EACH	EXTENDED PRICE
SPEED LIMIT (VARIOUS SPEEDS)	36 X 48	100	R2-1	56.68	5668.00
SPEED LIMIT (VARIOUS SPEEDS)	24 X 30	100	R2-1	21.95	2195.00
CHEVRONS	18 X 24	100	W1-8L	13.17	1317.00
LEFT TURN	36 X 36	10	W1-1L	39.51	395.10
RIGHT TURN	36 X 36	10	W1-1R	39.51	395.10
LEFT TURN	30 X 30	20	W1-1L	27.44	548.80
RIGHT TURN	30 X 30	20	W1-1R	27.44	548.80
LEFT CURVE	36 X 36	20	W1-2L	39.51	790.20
RIGHT CURVE	36 X 36	20	W1-2R	39.51	790.20
LEFT CURVE	30 X 30	20	W1-2L	27.44 AC	548.80
RIGHT CURVE	30 X 30	20	W1-2R	27.44	548.80
PED CROSSING (YELLOW AND BLACK)	30 X 30	20	W11-2	27.44	548.80
PED CROSSING (YELLOW AND BLACK)	36 X 36	30	W11-2	39.51	1185.30
PED CROSSING (FLUORESCENT YELLOWGREEN AND BLACK)	30 X 30	30	W11-2	44.06	1321.80
PED CROSSING (FLUORESCENT YELLOWGREEN AND BLACK)	36 X 36	30	W11-2	63.45	1903.50
SCHOOL PED CROSSING (FLUORESCENT YELLOWGREEN AND BLACK)	36 X 36	30	S1-1	63.45	1903.50
NO OUTLET (LEFT)	36 X 8	40	W14-2pL	# 12.50 AC	# 500.00 AC
NO OUTLET (RIGHT)	36 X 8	40	W14-2pR	# 12.50 AC	# 500.00 AC
DEAD END (LEFT)	36 X 8	20	W14-1pL	# 12.50 AC	250.00 AC
DEAD END (RIGHT)	36 X 8	20	W14-1pR	# 12.50 AC	250.00 AC
CIRCLE P (No Parking)	24 X 24	100	R8-3A	17.56	1756.00

COPY



St. Johns County Board of County Commissioners

Purchasing Division

January 25, 2012

ADDENDUM #1

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No. 12-38, Purchase of Complete Traffic Signs

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 2446 Dobbs Road; St. Augustine, FL 32086.

Change to Specifications:

"Approved Equal" means the product is on the State of Florida approved products list or the product has been tested and approved by the St. Johns County Traffic Department. Documentation shall be included with bid proposal.

**ADDITIONS:**

Replace Official Total Bid Forms pages 11 and page 12 which delete the words "NO SUB" add "APPROVED EQUAL".

Questions:

1. Are the "No Outlet" and "Dead End" signs to be double sided? If, not are they to be drilled with the same hole pattern as the Street Sign blanks?

**Answer:** The "No Outlet" and "Dead End" signs are to be double sided so to use one blank instead of two.

2. Are the "Pedestrian Crossing" signs to be Diamond Grade Fluorescent Yellow or Standard High Intensity Prismatic Yellow?

**Answer:** The "PED" signs are labeled with the colors in the description. The County uses both Diamond Grade Fluorescent Yellow and Standard High Intensity Prismatic Yellow color set ups in different locations.



**THE BID DUE DATE REMAINS February 1, 2012 AT 2 P.M.**

**Acknowledgment**

**Sincerely,**

Alan Christopher 1/26/12  
Signature and Date

Leigh A. Daniels, CPPB  
Buyer III

Alan Christopher, Sales Mgr  
Printed Name/Title

Rocal, Inc  
Company Name (Print)

**END OF ADDENDUM NO. 1**