

RESOLUTION NO: 2015 - 138

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE AN AGREEMENT FOR BID NO: 15-58 PURCHASE OF COMPLETE TRAFFIC SIGNS.

RECITALS

WHEREAS, the County desires to enter into a contract with Kolob Industries LLC to provide complete traffic signs for the replacement of traffic signs throughout the County ; and

WHEREAS, the scope of the project shall consist of providing complete traffic signs; and

WHEREAS, through the County's formal bid process, Kolob Industries LLC was the lowest, responsive, responsible bidder, to enter into a contract with the County to perform the materials referenced above; and

WHEREAS, the contract is being funded by the Traffic Operations Department; 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: 15-58 to Kolob Industries LLC.

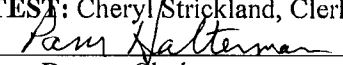
Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Kolob Industries LLC on behalf of the County for materials as specifically provided in the Bid Documents for Bid No: 15-58.

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 19th day of May, 2015.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk
By: 
Deputy Clerk

RENDITION DATE 5/21/15



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

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

TO: Andrew Ames, County Traffic Engineer
FROM: Leigh Daniels, CPPB, Senior Buyer *LD*
SUBJECT: Transmittal of Bids Received for Bid No. 15-58, Purchase of Complete Traffic Signs
DATE: April 15, 2015

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.

Department Head Approval *[Signature]*

Date 4/16/15

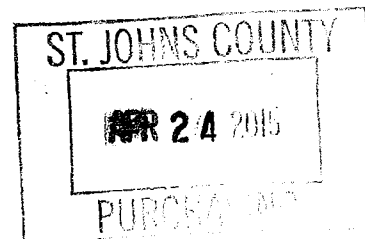
Budget Amount \$36,000

Account Funding Title Sign Materials

Funding Charge Code 1125-SS301

Award to Koldo Industries

Award Amount \$ 33,154.05



ST. JOHNS COUNTY
 BID TABULATION

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
 LELIA HARTLAND

BID TITLE

PURCHASE OF COMPLETE TRAFFIC SIGNS

BID NUMBER

15-58

OPENING DATE/TIME

April 15, 2015 2:00 PM

POSTING DATE/TIME

FROM 04/15/15 3:00 PM

UNTIL

04/20/15 3:00 PM

BIDDERS	TOTAL PACKAGE BID PRICE	DELIVERY DATE					
LIGHTLE ENTERPRISES OF OHIO LLC	\$46,491.10	30 to 45 DAYS ARO					
KOLOB INDUSTRIES LLC	\$33,154.05	14 DAYS					
VULCAN SIGNS	\$34,605.35	30 DAYS ARO					
CUSTOM PRODUCT CORPORATION	\$42,074.55	30 DAYS ARO					
UNIVERSAL SIGNS & ACCESSORIES	\$37,028.00	15 to 20 DAYS ARO					
OSBURN ASSOCIATES INC	\$35,580.25	30 DAYS ARO					

BID AWARD DATE - _____

**ST. JOHNS COUNTY
BID TABULATION**



OPENED BY
TABULATED BY
VERIFIED BY

LEIGH DANIELS
LEILA HARTLAND

BID TITLE PURCHASE OF COMPLETE TRAFFIC SIGNS

BID NUMBER 15-58

OPENING DATE/TIME April 15, 2015 2:00 PM

POSTING DATE/TIME FROM 04/15/15 3:00 PM

UNTIL 04/20/15 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.

PAGE (S) 2 of 2

BIDDERS	TOTAL PACKAGE BID PRICE	DELIVERY DATE						
FLORIDA TRANSCOR	\$40,817.85	4/15/15						

BID AWARD DATE - _____

Leigh Daniels

From: Darin Perkins <kolobindustries@gmail.com>
Sent: Thursday, April 23, 2015 1:18 PM
To: Leigh Daniels
Subject: Re: St. Johns County Bid No: 15-58

Ms. Daniels,

We are a sign wholesaler that has agreements with several sign manufacturers across the country. We pride ourselves on the ability to shop the sign marketplace and obtain the lowest possible prices, while maintaining excellent sign quality. We've been supplying signs for five plus years. Yes, our bid prices are quoted on 3M products.

If you have any other questions, please feel free to contact me.

Best regards,
Darin Perkins
General Manager

On Thu, Apr 23, 2015 at 10:57 AM, Leigh Daniels <ldaniels@sjcfl.us> wrote:

Good Afternoon Mr. Perkins,

St. Johns County would like to ask a few questions from you bid proposal:

Can you please let me about your company?

How many years in business?

Are your bid prices quoted on 3M products?

Thank you,

Leigh A. Daniels, CPPB

Senior Buyer

Purchasing Division

St. Johns County Board of County Commissioners

904-209-0154

904-209-0155 Fax

ldaniels@sjcfl.us

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.



Kolob Industries

April 6, 2015

St. Johns County Purchasing Department
Attn: Leigh Daniels, CPPB
500 San Sebastian View
St. Augustine, FL 32084

Re: Sealed Bid No. 15-58 Purchase of Complete Traffic Signs

Dear Ms. Daniels:

Kolob Industries is proud to present the enclosed bid for traffic signs to St. Johns County.

At Kolob Industries we work hand in hand with you to meet your every expectation, provide you with the highest level of traffic sign quality and unsurpassed customer service. We proudly stand behind the integrity of our products, our people and service.

We look forward to being your trusted sign wholesaler. Please feel free to contact us if you have any questions.

Best regards,

Darin Perkins
General Manager

Bid No. 15-58

ST. JOHNS COUNTY, FLORIDA
QUOTATION FORM

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

DATE: 4/6, 2015

-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 \$ ~~33,154.05~~ \$33,097.20

DELIVERY DATE: 14 days upon order

Bid No. 15-58 Official Total Bid Form for Purchase of Complete Traffic Signs

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: Kolob Industries, LLC

ADDRESS: 1149 E. 110 N.
Heber City, UT 84032

MINORITY OR WOMAN OWNED BUSINESS: NO

FEDERAL ID NO. OR SOCIAL SECURITY NO.: [REDACTED]

SIGNATURE: Darin Perkins
Darin Perkins

(Typed or Printed Name)

TITLE: General mgr.

DATE: 4-6-15

TELEPHONE NO.: 435-272-3815

FAX NO. -

EMAIL ADDRESS Kolobindustries@gmail.com

ATTACHMENT "A"

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

AFFIDAVIT

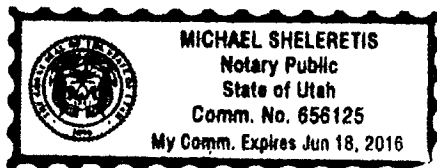
TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

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 UT COUNTY OF WASATCH. Before me, the undersigned authority, personally appeared DARIN PERKINS who, being duly sworn, deposes and says he is GENERAL MANAGER (Title) of KOLOB INDUSTRIES LLC (Firm) the bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 15-58, 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.



Kolob Industries LLC
(Bidder)
By Darin Perkins
General mgr.
(Title)

Sworn and subscribe to before me this 6TH day of APRIL 2015.

[Signature]
Notary Public

My Commission Expires: JUNE 18, 2016
BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE & ATTACH THIS AFFIDAVIT TO EACH BID.

Bid No: 15-58
Signs

Official Total Bid Form for Purchase of Complete Traffic

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 WHITE HIGH INTENSITY PRISMATIC GRADE SHEETING ON ONE (1) SIDE, 3M BRAND OR APPROVED EQUAL, 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		6.24	1,248.00
RECTANGLE "STREET SIGN" 063 GAUGE	36W X 9H	100		7.49	749.00
RECTANGLE "STREET SIGN" 063 GAUGE	42W X 9H	100		8.74	874.00
RECTANGLE "STREET SIGN" 063 GAUGE	48W X 9H	100		9.99	999.00

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 WHITE HIGH INTENSITY PRISMATIC GRADE SHEETING ON ONE (1) SIDE, 3M BRAND OR APPROVED EQUAL, 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 12H	200		8.32	1,664.00
RECTANGLE "STREET SIGN" 063 GAUGE	36W X 12H	100		9.99	999.00
RECTANGLE "STREET SIGN" 063 GAUGE	42W X 12H	100		11.65	1,165.00
RECTANGLE "STREET SIGN" 063 GAUGE	48W X 12H	100		13.31	1,331.00

Bid No: 15-58
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 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	23.69	2,369.00
STOP SIGN	36 X 36	50	R1-1	34.11	1,705.50
STOP SIGN	48 X 48	5	R1-1	60.65	303.25
YIELD	30	10	R1-2	23.69	236.90
YIELD	36	15	R1-2	34.11	511.65
ONE WAY (LEFT)	36 X 12	5	R6-1L	11.37	56.85
ONE WAY (RIGHT)	36 X 12	5	R6-1R	11.37	56.85
DO NOT ENTER	30 X 30	10	R5-1	23.69	236.90
DIVIDED HIGHWAY	24 X 18	5	R6-3	11.37	56.85
DIVIDED HIGHWAY	24 X 18	5	R6-3A	11.37	56.85

Bid No: 15-58
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	45.49	4,549.00
SPEED LIMIT (VARIOUS SPEEDS)	24 X 30	100	R2-1	18.95	1,895.00
CHEVRONS	18 X 24	100	W1-8L	11.37	1,137.00
LEFT TURN	36 X 36	10	W1-1L	34.11	341.10
RIGHT TURN	36 X 36	10	W1-1R	34.11	341.10
LEFT TURN	30 X 30	20	W1-1L	23.69	473.80
RIGHT TURN	30 X 30	20	W1-1R	23.69	473.80
LEFT CURVE	36 X 36	20	W1-2L	34.11	682.20
RIGHT CURVE	36 X 36	20	W1-2R	34.11	682.20
LEFT CURVE	30 X 30	20	W1-2L	23.69	473.80
RIGHT CURVE	30 X 30	20	W1-2R	23.69	473.80
PED CROSSING (YELLOW AND BLACK)	30 X 30	20	W11-2	23.69	473.80
PED CROSSING (YELLOW AND BLACK)	36 X 36	30	W11-2	34.11	1,023.30
PED CROSSING (FLUORESCENT YELLOWGREEN AND BLACK)	30 X 30	30	W11-2	23.69	710.70
PED CROSSING (FLUORESCENT YELLOWGREEN AND BLACK)	36 X 36	30	W11-2	34.11	1,023.30
SCHOOL BUS STOP AHEAD (FLUORESCENT YELLOWGREEN AND BLACK)	30 X 30	10	S3-1	23.69	236.90
SCHOOL BUS STOP AHEAD (FLUORESCENT YELLOWGREEN AND BLACK)	36 X 36	40	S3-1	34.11	1,364.40
NO OUTLET (RIGHT)	36 X 8	40	W14-2pR	7.58	303.20
DEAD END (LEFT)	36 X 8	20	W14-1pL	7.58	151.60
DEAD END (RIGHT)	36 X 8	20	W14-1pR	7.58	151.60
CIRCLE P (No Parking)	24 X 24	100	R8-3A	15.16	1,516.00

“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.

The “No Outlet” and “Dead End” signs are to be double sided so to use one blank instead of two.

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.

TOTAL PACKAGE BID \$ ~~33,154.05~~

\$33,097.20

BID NO: 15-58

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be accepted until **2:00 P.M.** on **April 15, 2015** by Leigh Daniels, CPPB, Senior Buyer, St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, Florida 32084, (904) 209-0154, for **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, Senior Buyer, 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., Monday, April 6, 2015.

Package request forms are available on DemandStar.com and requesting Document # **15-58**. 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.

Vendors shall not contact, lobby, or otherwise communicate with any St. Johns County employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per St. Johns County Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to St. Johns County policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

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 thirty (30) 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.
36. Vendors shall not contact, lobby, or otherwise communicate with any St. Johns County employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per St. Johns County Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to St. Johns County policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

Bid No. 15-58

**ST. JOHNS COUNTY, FLORIDA
QUOTATION FORM**

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

DATE: _____, 2015

-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 \$ _____

DELIVERY DATE: _____

Bid No. 15-58 Official Total Bid Form for Purchase of Complete Traffic Signs

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: _____

ADDRESS: _____

MINORITY OR WOMAN OWNED BUSINESS: _____

FEDERAL ID NO. OR SOCIAL SECURITY NO.: _____

SIGNATURE: _____

(Typed or Printed Name)

TITLE: _____

DATE: _____

TELEPHONE NO.: _____

FAX NO. _____

EMAIL ADDRESS _____

Bid No: 15-58

Purchase of Complete Traffic Signs

Remarks to Bidder:

Bids must be submitted in **TRIPLICATE!** Bids must be placed in an envelope, sealed and plainly marked "**SEALED BID NO. 15-58, 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.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

Bid No: 15-58

Purchase of Complete Traffic Signs

“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.

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.

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: Andrew Ames
2740 Industry Center Road
St. Augustine, FL 32084

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 Manager 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 Manager 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 30 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.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs 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 _____ COUNTY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is _____ (Title) of _____ (Firm) the bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 15-58, 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.

(Bidder)

By _____

(Title)

Sworn and subscribe to before me this _____ day of _____ 2015.

Notary Public

My Commission Expires: _____

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE & ATTACH THIS AFFIDAVIT TO EACH BID.

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 WHITE HIGH INTENSITY PRISMATIC GRADE SHEETING ON ONE (1) SIDE, 3M BRAND OR APPROVED EQUAL, 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			
RECTANGLE "STREET SIGN" 063 GAUGE	36W X 9H	100			
RECTANGLE "STREET SIGN" 063 GAUGE	42W X 9H	100			
RECTANGLE "STREET SIGN" 063 GAUGE	48W X 9H	100			

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 WHITE HIGH INTENSITY PRISMATIC GRADE SHEETING ON ONE (1) SIDE, 3M BRAND OR APPROVED EQUAL, 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 12H	200			
RECTANGLE "STREET SIGN" 063 GAUGE	36W X 12H	100			
RECTANGLE "STREET SIGN" 063 GAUGE	42W X 12H	100			
RECTANGLE "STREET SIGN" 063 GAUGE	48W X 12H	100			

**Bid No: 15-58
Signs**

Official Total Bid Form for Purchase of Complete Traffic

COMPLETE TRAFFIC SIGNS					
<i>(Faces affixed to Blanks)</i>					
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		
STOP SIGN	36 X 36	50	R1-1		
STOP SIGN	48 X 48	5	R1-1		
YIELD	30	10	R1-2		
YIELD	36	15	R1-2		
ONE WAY (LEFT)	36 X 12	5	R6-1L		
ONE WAY (RIGHT)	36 X 12	5	R6-1R		
DO NOT ENTER	30 X 30	10	R5-1		
DIVIDED HIGHWAY	24 X 18	5	R6-3		
DIVIDED HIGHWAY	24 X 18	5	R6-3A		

Bid No: 15-58
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		
SPEED LIMIT (VARIOUS SPEEDS)	24 X 30	100	R2-1		
CHEVRONS	18 X 24	100	W1-8L		
LEFT TURN	36 X 36	10	W1-1L		
RIGHT TURN	36 X 36	10	W1-1R		
LEFT TURN	30 X 30	20	W1-1L		
RIGHT TURN	30 X 30	20	W1-1R		
LEFT CURVE	36 X 36	20	W1-2L		
RIGHT CURVE	36 X 36	20	W1-2R		
LEFT CURVE	30 X 30	20	W1-2L		
RIGHT CURVE	30 X 30	20	W1-2R		
PED CROSSING (YELLOW AND BLACK)	30 X 30	20	W11-2		
PED CROSSING (YELLOW AND BLACK)	36 X 36	30	W11-2		
PED CROSSING (FLUORESCENT YELLOWGREEN AND BLACK)	30 X 30	30	W11-2		
PED CROSSING (FLUORESCENT YELLOWGREEN AND BLACK)	36 X 36	30	W11-2		
SCHOOL BUS STOP AHEAD (FLUORESCENT YELLOWGREEN AND BLACK)	30 X 30	10	S3-1		
SCHOOL BUS STOP AHEAD (FLUORESCENT YELLOWGREEN AND BLACK)	36 X 36	40	S3-1		
NO OUTLET (RIGHT)	36 X 8	40	W14-2pR		
DEAD END (LEFT)	36 X 8	20	W14-1pL		
DEAD END (RIGHT)	36 X 8	20	W14-1pR		
CIRCLE P (No Parking)	24 X 24	100	R8-3A		

“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.

The “No Outlet” and “Dead End” signs are to be double sided so to use one blank instead of two.

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.

TOTAL PACKAGE BID \$ _____

CONTRACT AGREEMENT
for
Bid No: 15-58
Purchase of Complete Traffic Signs

THIS AGREEMENT is made this _____ day of _____ 2015 by and between **St. Johns County**, hereinafter called "County", and **Kolob Industries, LLC, 1149 E. 110 North, Heber City, UT 84032 Phone: 435-272-3815** 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 (Covered Sign Blanks: Street Sign Blanks -3M Brand and Complete Traffic Signs - 3M Brand) to St. Johns County in accordance with bid documents Bid No. 15-58.

2. **Term.** The term of this Agreement shall begin on **June 1, 2015**, and shall end at 11:59 p.m. on **May 31, 2016**, 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 Manger and/or 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 4/6/2015
- (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 Administration
Attn: County Administrator
500 San Sebastian View
St. Augustine, FL 32084

With a copy to: **St. Johns County Purchasing Division**
Attn: Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

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

Kolob Industries, LLC
Attn: Darin Perkins
1149 East 110 North
Heber City, UT 84032

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.** Contractor acknowledges that the County's obligations under this agreement are contingent upon the appropriation of sufficient funds for that purpose by the Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payments made under this agreement shall not exceed the amount appropriated in the County's budget for such purpose in that fiscal year. Nothing in this agreement creates any obligation on the part of the Board of County Commissioners to appropriate funds for the payment of services provided under this contract during any given 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. **Public Records**

a. The cost of reproduction, 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 and Federal provisions. 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.

b. In accordance with Florida law, to the extent that Contractor's performance under this Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
- (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
- (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
- (4) meet all requirements for retaining public records, and transfer at Contractor's sole cost and expense, all public records in the possession of Contractor's upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

c. Failure by Contractor to grant such public access shall be cause for unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement

in Contractor's possession and shall promptly provide the County a copy of Contractor's response to each such request.

11. **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.

12. **Indemnity.** The Contractor shall indemnify, defend, and hold the County harmless from, and against, all claims and reasonable costs associated with or stemming from Contractor's performance under this Agreement.

13. **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.

14. **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.

15. **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.

16. **Insurance:**

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida

500 San Sebastian View
St. Augustine, Fl 32084

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

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:

Kolob Industries, LLC.
Seal

St. Johns County, Florida Seal

BY: _____
Signature

BY: _____
Signature

NAME: _____

NAME: Dawn Cardenas, Purchasing Manager
Printed Name & Title

Date of Execution

Cheryl Strickland, Clerk of Courts

By Deputy Clerk

_____ Date

Legally Sufficient:

Assistant County Attorney

Date: _____

Exhibit "A"

**BID No. 15-58
Purchase of Complete Traffic Signs**

COVERED SIGN BLANKS: STREET SIGN BLANKS (Sheeting Affixed To Blanks)				
<p>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 WHITE HIGH INTENSITY PRISMATIC GRADE SHEETING ON ONE (1) SIDE, 3M BRAND OR APPROVED EQUAL, REFLECTIVE, PRESSURE SENSITIVE. THE PRISMATIC LINES ARE TO RUN VERTICAL IN DIRECTION WHEN APPLIED. W=WIDTH H=HEIGHT</p>				
DESCRIPTION	SIZE IN X IN	EST QTY	CODES	UNIT COST EACH
RECTANGLE "STREET SIGN" 063 GAUGE	30W X 9H	200		6.24
RECTANGLE "STREET SIGN" 063 GAUGE	36W X 9H	100		7.49
RECTANGLE "STREET SIGN" 063 GAUGE	42W X 9H	100		8.74
RECTANGLE "STREET SIGN" 063 GAUGE	48W X 9H	100		9.99

COVERED SIGN BLANKS: STREET SIGN BLANKS (Sheeting Affixed To Blanks)				
<p>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 WHITE HIGH INTENSITY PRISMATIC GRADE SHEETING ON ONE (1) SIDE, 3M BRAND OR APPROVED EQUAL, REFLECTIVE, PRESSURE SENSITIVE. THE PRISMATIC LINES ARE TO RUN VERTICAL IN DIRECTION WHEN APPLIED. W=WIDTH H=HEIGHT</p>				
DESCRIPTION	SIZE IN X IN	EST QTY	CODES	UNIT COST EACH
RECTANGLE "STREET SIGN" 063 GAUGE	30W X 12H	200		8.32
RECTANGLE "STREET SIGN" 063 GAUGE	36W X 12H	100		9.99
RECTANGLE "STREET SIGN" 063 GAUGE	42W X 12H	100		11.65
RECTANGLE "STREET SIGN" 063 GAUGE	48W X 12H	100		13.31

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
STOP SIGN	30 X 30	100	R1-1	23.69
STOP SIGN	36 X 36	50	R1-1	34.11
STOP SIGN	48 X 48	5	R1-1	60.65
YIELD	30	10	R1-2	23.69
YIELD	36	15	R1-2	34.11
ONE WAY (LEFT)	36 X 12	5	R6-1L	11.37
ONE WAY (RIGHT)	36 X 12	5	R6-1R	11.37
DO NOT ENTER	30 X 30	10	R5-1	23.69
DIVIDED HIGHWAY	24 X 18	5	R6-3	11.37
DIVIDED HIGHWAY	24 X 18	5	R6-3A	11.37

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
SPEED LIMIT (VARIOUS SPEEDS)	36 X 48	100	R2-1	45.49
SPEED LIMIT (VARIOUS SPEEDS)	24 X 30	100	R2-1	18.95
CHEVRONS	18 X 24	100	W1-8L	11.37
LEFT TURN	36 X 36	10	W1-1L	34.11
RIGHT TURN	36 X 36	10	W1-1R	34.11
LEFT TURN	30 X 30	20	W1-1L	23.69
RIGHT TURN	30 X 30	20	W1-1R	23.69

LEFT CURVE	36 X 36	20	W1-2L	34.11
RIGHT CURVE	36 X 36	20	W1-2R	34.11
LEFT CURVE	30 X 30	20	W1-2L	23.69
RIGHT CURVE	30 X 30	20	W1-2R	23.69
PED CROSSING (YELLOW AND BLACK)	30 X 30	20	W11-2	23.69
PED CROSSING (YELLOW AND BLACK)	36 X 36	30	W11-2	34.11
PED CROSSING (FLUORESCENT YELLOWGREEN AND BLACK)	30 X 30	30	W11-2	23.69
PED CROSSING (FLUORESCENT YELLOWGREEN AND BLACK)	36 X 36	30	W11-2	34.11
SCHOOL BUS STOP AHEAD (FLUORESCENT YELLOWGREEN AND BLACK)	30 X 30	10	S3-1	23.69
SCHOOL BUS STOP AHEAD (FLUORESCENT YELLOWGREEN AND BLACK)	36 X 36	40	S3-1	34.11
NO OUTLET (RIGHT)	36 X 8	40	W14-2pR	7.58
DEAD END (LEFT)	36 X 8	20	W14-1pL	7.58
DEAD END (RIGHT)	36 X 8	20	W14-1pR	7.58
CIRCLE P (No Parking)	24 X 24	100	R8-3A	15.16

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

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.