



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID

Aluminum Sign Blanks, Caps, and Brackets

SOLICITATION NO. 17-009

MARCH 2017

PART I
GENERAL

1. **PURPOSE:** The City of Round Rock, herein after "City", seeks to contract with a qualified individual, firm, or Corporation, hereafter referred to as "Respondent", for the purchase and delivery of aluminum sign blanks of varying lengths, caps and brackets for use as the City's street name signs.
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this bid, the bidder agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the bid, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website at:

https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_t_c_revised_07.2011.pdf

3. **INSURANCE:** The Respondent shall meet or exceed ALL insurance requirements set forth by the Insurance Requirements as identified on the City's website at:

https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

4. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

Mike Schurwon, CPPB, CTPM
Purchasing Department
City of Round Rock
Email: mschurwon@roundrocktexas.gov

The individual listed above may be contacted by telephone or email for clarification of the specifications, only. No authority is intended or implied that specifications may be amended or alterations accepted prior to bid opening without written approval of the City of Round Rock through the Purchasing Division.

5. **ATTACHMENTS:** The following attachments are herein made a part of this bid.
 - 5.1. **ATTACHMENT A:** Bid Form.
 - 5.2. **ATTACHMENT B:** Texas Department of Transportation (TxDOT) Departmental Materials Specification (DMS) 8300 Sign Face Materials.
 - 5.3. **ATTACHMENT C:** Hallsigns, Catalogue item #12-CRF Ultra Supr-Lok™ Cap/Cross Bracket and Hallsigns, Catalogue item #1238F Ultra Supr-Lok™ Cap specifications.
 - 5.4. **ATTACHMENT D:** Reference Form.
6. **QUALIFICATIONS:** The closing of a bid shall not be construed as the City's acceptance of such as qualified and responsive. All bidders shall:
 - 6.1. Be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.
 - 6.2. Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.
 - 6.3. Respondent warrants and agrees that all materials supplied hereunder shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards, and/or requirements of all Federal, State, and local authorities, and all other authorities having jurisdiction, and that performance of goods shall be in accordance with the above laws, regulations, codes, terms,

standards, and/or requirements, and agrees upon request, to furnish the City a certificate of compliance therewith in such forms as the City may require.

- 6.4. Provide the name, address, telephone number and **E-MAIL** of at least three (3) firms applicable to Municipal and/or Government projects that have utilized similar service for at least (two) 2 years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal. **NOTE: REFERENCE FORM (ATTACHMENT D) PROVIDED. E-MAIL ADDRESSES ARE REQUIRED.**
7. **BEST VALUE EVALUATION AND CRITERIA:** All responses received may be evaluated based on the best value for the City. In determining best value, the City may consider:
 - 7.1. The purchase price;
 - 7.2. The reputation of Respondent and of respondent's goods or services;
 - 7.3. The quality of the Respondent's goods or services;
 - 7.4. The extent to which the goods and services meet the City's needs;
 - 7.5. The Respondent's past relationship with the City;
 - 7.6. The total long-term cost to the City to acquire the Respondent's goods or services;
 - 7.7. Any relevant criteria specifically listed in the bid.
 - 7.8. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.
8. **AGREEMENT TERM:** The terms of the awarded agreement shall:
 - 8.1. The initial term of the resulting agreement shall be for a period of sixty (60) month periods from the effective date.
 - 8.2. The City reserves the right to review the respondents' performance at the end of each twelve (12) month period and cancel all or part of the agreement(s) or continue the agreement(s) through the next period.
9. **PRICE INCREASE OR DECREASE:** A price increase or decrease to the agreement may be considered based on the following:
 - 9.1. The City may permit "unit price" adjustments upwardly or downwardly when correlated with the price index specified herein. Price adjustments for each renewal and extension periods will be based on the Producer Price Index for Aluminum Mill Shapes (**WPU102501**), latest month at:
http://www.bls.gov/xg_shells/ro4xgppihi.htm
 - 9.2. The baseline index shall be the index announced for the month in which the bid was awarded.
 - 9.2.1. The allowable percent change shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised and dividing the result by the baseline index.
 - 9.2.1.1. A=Baseline index from the month in which the bids opened or the month of the last approved price increase.
 - 9.2.1.2. B=Current and/or latest baseline index.
 - 9.2.1.3. "B" minus "A", then divided by "A". Multiply sum by 100% equals the percent of the allowable price increase or decrease, "C".

$$C = [(B - A) \div A] \times 100 \%$$

- 9.2.2. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and shall be the maximum unit price adjustment permitted, except that the vendor may offer price decreases in excess of the allowable percent change.
- 9.3. Price increase cannot exceed 25% for the total cost and term of the agreement.
- 9.4. PROCEDURE TO REQUEST INCREASE OR OFFER DECREASE.
- 9.4.1. Mail the price increase request to the designated City Contract Specialist a minimum of 120 days prior to each renewal period. Vendor shall supply supporting documentation as justification for each request.
- City of Round Rock
Purchasing Department
ATTN: Contract Specialist
221 E. Main Street
Round Rock, Texas 78664-5299**
- 9.4.2. Upon receipt of the request, the City reserves the right to either: accept the escalation as supported by the appropriate price index and make change to the purchase order within 30 days of the request, negotiate with the vendor or cancel the purchase order if an agreement cannot be reached on the value of the increase.
10. **AWARD:** The City reserves the right accept or reject all or part of a response, waive minor technicalities and award the response to best serve the interests of the City. Split awards or non-award may be made at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at: <https://www.roundrocktexas.gov/departments/purchasing>
11. **ACCEPTANCE:** Acceptance inspection should not take more than ten (10) working days. The vendor will be notified within this time frame if the goods delivered are not in full compliance with the specifications. If any agreement or purchase order is canceled for non-acceptance, the needed good may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
12. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 12.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late;
- 12.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds;
- 12.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 12.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

PART II
SCHEDULE

1. **BID SCHEDULE**: It is the City's intention to comply with the following bid timeline:

- | | |
|---|--------------------------------|
| 1.1. Bid released | March 24, 2017 |
| 1.2. Deadline for questions | March 31, 2017 @ 5:00 p.m. CST |
| 1.3. City responses to all questions or addendums | April 4, 2017 @ 5:00 p.m. CST |
| 1.4. Bid Due Date | April 11, 2017 @ 3:00 p.m. CST |

All questions regarding this bid shall be submitted in writing by 5:00 PM on the due date noted in PART II, Paragraph 1, sub-paragraph 1.2. A copy of all the questions submitted and the City's responses to the questions shall be posted on our webpage at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

Questions shall be submitted to the City contact named in PART I, Paragraph 4.

The City reserves the right to modify these dates. Notice of date change will be posted to the City website.

2. **RESPONSE DUE DATE**: Signed and sealed bids are due no later than **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

**City of Round Rock
Purchasing Department – City Hall 1st Floor Receptionist Desk
221 E. Main Street
Round Rock, Texas 78664-5299**

- 2.1. Bid responses submitted shall constitute an offer for a period of one-hundred twenty (120) days or until selection is made by the City.
- 2.2. Bid responses received after this time and date shall not be considered.
- 2.3. Sealed responses shall be clearly marked on the outside of packaging with the Bid title, number, due date and **“DO NOT OPEN”**.
- 2.4. Facsimile or electronically transmitted responses are **not acceptable**.
- 2.5. Late responses will be returned to bidder unopened if return address is provided.
3. **RESPONSE REQUIREMENTS**: Respondent shall submit one (1) executed (signed) original and three (3) copies of bid response. Completed documentation shall include, at a minimum:
- 3.1. Itemized, signed bid document. **Failure to itemize bid may result in disqualification.**
- 3.2. Attachment D: Reference sheet that shall include the name, address, active telephone number and valid E-mail of at least three (3) firms applicable to Municipal and Government projects that have utilized similar services for at least two (2) years.
- 3.3. Product sheet(s) containing proof of compliance with TxDOT and other specifications contained herein.
4. **POST AWARD MEETING**: The City and Respondent may schedule a post award meeting to discuss, but not be limited to the following:
- 4.1. Provide City contact(s) information for implementation of agreement.

PART III
SPECIFICATIONS – SIGN BLANKS

1. **SCOPE OF WORK:** To provide the City with Aluminum Sign Blanks of varying lengths for street name signs.
2. **COMPLIANCE:** The bidder agrees that the sign blanks shall comply with any and all applicable state, federal, and local statutes, ordinances, and regulations.
 - 2.1. Goods shall specifically comply with Texas Department of Transportation (TxDOT) material specifications, DMS-8300 Sign Face Materials, herein ATTACHMENT B.
ftp://ftp.dot.state.tx.us/pub/txdot-info/cst/DMS/8000_series/archives/8300-0109.pdf
 - 2.2. Goods shall comply with required US Bureau of Public Roads Standards.
 - 2.3. Goods shall comply with ASTM B499 Standard.
<http://www.astm.org/Standards/B499.htm>
3. **SIGN THICKNESS:** Sign blanks shall be flat with a .080 gauge anodized.
4. **SIGN FINISHING:** Sign finishing shall include, but not be limited to the following:
 - 4.1. White sheeting on both sides of sign with 3M High Intensity Grade Prismatic Reflective Sheeting or it's equivalent.
 - 4.2. Sign corners shall be rounded.
 - 4.3. No holes shall be permitted in sign blanks.
 - 4.4. No burrs and sharp edges shall be permitted on sign blanks.
5. **PRICING:** Pricing indicated in the bid form shall be all inclusive of all labor, equipment, freight and fees necessary to provide and deliver goods specified herein.
6. **ORDER QUANTITY:** The quantities shown on the Bid are estimates only. No guarantee of any minimum or maximum volume is made or implied. The City shall only order the services needed to satisfy operating requirements within budgetary constraints, which may be more or less than indicated.
7. **GOODS:** The products furnished under said specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all equipment offered under said specification shall be new. **USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.**
8. **DELIVERY LOCATION:** Goods shall be delivered to:

City of Round Rock Traffic Signals and Signs
2015 Lamar Drive
Round Rock, TX 78664
9. **BIDDER PRODUCT SAMPLES:** Respondent product samples may be requested by the City to facilitate the evaluation process, especially if bidding an alternate product as an equivalent.
 - 9.1. If requested, samples shall be submitted for delivery to City no later than 72 hours from receipt of request.
 - 9.2. The Respondent name, bid number, product name shall be clearly marked on samples.
 - 9.3. Samples shall be shipped at Respondent's expense.
 - 9.4. Respondents requesting samples returned shall include, with the sample, a pre-paid shipping label, or UPS account information.

PART IV
SPECIFICATIONS – CAPS AND BRACKETS

10. **SCOPE OF WORK:** To provide the City with Caps and Cross Sign Brackets for use as the City's street name signs.
11. **PURPOSE:** Caps and brackets shall be used to secure and provide mounting support for the signs specified herein.
12. **PRODUCT EXAMPLE:** Any example shown is listed to show type and class of equipment desired. All product types and manufacturers will be considered provided they meet the minimum requirements detailed herein.
13. **CAP AND BRACKET SIZING:** The following sizing specifications shall be required:
 - 13.1. Caps and brackets shall have 12 inch long blade holders.
 - 13.2. Caps and brackets shall support signage specified herein.
 - 13.3. Caps shall fit 2 3/8 inch outside diameter round posts.
 - 13.4. Cap and brackets shall provide cadmium plated screw sets to secure sign to bracket.
 - 13.5. Cross brackets shall be equivalent to Hall Signs catalogue item #12-CRF Ultra Supr-Lok™ Cap. Refer to ATTACHMENT C.
 - 13.6. Caps shall be equivalent to Hall Signs Catalogue item #1238F Ultra Supr-Lok™ Cap. Refer to ATTACHMENT C.
14. **PRICING:** Pricing indicated in the bid form shall be all inclusive of all labor, equipment, freight and fees necessary to provide and deliver goods specified herein.
15. **ORDER QUANTITY:** The quantities shown on the bid are estimates only. No guarantee of any minimum or maximum volume is made or implied. The City shall only order the goods/services needed to satisfy operating requirements within budgetary constraints, which may be more or less than indicated.
16. **GOODS:** The products furnished under said specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all equipment offered under said specification shall be new. **USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.**
17. **DELIVERY LOCATION:** Goods shall be delivered to:

**City of Round Rock
Attn: Traffic Signals and Signs
2015 Lamar Drive
Round Rock, TX 78664**
18. **RESPONDENT PRODUCT SAMPLES:** Respondent product samples may be requested by the City to facilitate the evaluation process, especially if bidding an alternate product as an equivalent.
 - 18.1. If requested, samples shall be submitted for delivery to City no later than 72 hours from receipt of request.
 - 18.2. The Respondent name, bid number, product name shall be clearly marked on samples.
 - 18.3. Samples shall be shipped at Respondent's expense.
 - 18.4. Respondents requesting samples returned must include, with the sample, a pre-paid shipping label, or UPS account information.



**ATTACHMENT A: BID FORM
PURCHASING DEPARTMENT
221 E. Main Street • Round Rock, Texas 78664-5299**

SOLICITATION INFORMATION	Solicitation Number:	17-009	RESPONDENT INFORMATION	Tax ID Number:	_____
	Solicitation Name:	Aluminum Sign Blanks, Caps, and Brackets		Business Name:	_____
	Opening Date:	April 11, 2017		Address:	_____
	Opening Time:	On or Before 3:00 PM CST		Address:	_____
	Opening Location:	City of Round Rock City Hall, 1 st Floor Reception Desk 221 E. Main Street Round Rock, TX 78664		Contact:	_____
				Telephone:	_____
		E-mail:	_____		
		Website:	_____		

In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>

Item #	Description	Quantity	Unit Price	Extended Price
1	Aluminum Sign Blanks, 24 inches x 9 inches	100 Each		
2	Aluminum Sign Blanks, 30 inches x 9 inches	200 Each		
3	Aluminum Sign Blanks, 36 inches x 9 inches	200 Each		
4	Aluminum Sign Blanks, 42 inches x 9 inches	200 Each		
5	Aluminum Sign Blanks, 48 inches x 9 inches	200 Each		
6	Bracket - #12-CRF Ultra Supr-Lok cross brackets specification – Attachment C	300 Each		
7	Cap - #1238F Ultra Supr-Lok cap specification – Attachment C	300 Each		
			TOTAL:	

ACKNOWLEDGEMENTS	<p>By the signature hereon affixed, the Respondent hereby certifies that neither the respondent nor the entity represented by the respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business. Further, by signing and submitting this response the Respondent acknowledges:</p> <ul style="list-style-type: none"> • That they have read and fully understand the solicitation and accept all terms and conditions set forth herein. • The respondent is not currently delinquent in the payment of any debt owed to the City. 		
	<p>Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.</p>		
	<p>The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms and conditions outlined in this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?</p>		
	<p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No Response shall include one (1) signed original and three (3) copies of bid response. </p>		
	<p>Printed Name _____ Failure to sign response will disqualify response.</p>		<p align="center">Authorized Signature _____ Date _____</p>

ATTACHMENT B
DEPARTMENTAL MATERIALS SPECIFICATION SIGN FACE MATERIALS
TEXAS DEPARTMENT OF TRANSPORTATION 1-11 01/09-04/09

DMS - 8300

SIGN FACE MATERIALS

EFFECTIVE DATES: JANUARY 2009-APRIL 2009.

8300.1. Description. This Specification establishes pre-qualification, warranty, material, and testing requirements, and approval procedures for the following sign face materials:

- reflective sheeting,
- conformable reflective sheeting,
- screen inks,
- colored transparent films and non-reflective black films, and
- anti-graffiti films and coatings.

8300.2. Units of Measurements. The values given in parentheses (if provided) are not standard and may not be exact mathematical conversions. Use each system of units separately. Combining values from the two systems may result in nonconformance with the standard.

8300.3. Material Producer List. The Materials and Pavements Section of the Construction Division (CST/M&P) maintains the Material Producer List (MPL) of all materials that have demonstrated the ability to conform to the requirements of this Specification. Materials appearing on the MPL, entitled "Sign Face Materials," do not require sampling and testing before use, but the Department may periodically sample materials to ensure conformance to this specification and may also sample if material quality is suspect.

8300.4. Bidders' and Suppliers' Requirements. The Department will only purchase or allow on projects those products listed by manufacturer and product code or designation shown on the MPL.

Use of pre-qualified materials does not relieve the contractor of the responsibility to provide materials that meet the specifications.

8300.5. Pre-Qualification Procedure.

A. Pre-Qualification Request. Prospective producers interested in submitting their product for evaluation must send a written request to the Texas Department of Transportation, Construction Division, Materials and Pavements Section (CP-51), 125 East 11th Street, Austin, Texas 78701-2483.

Include the following information in the request:

- company name,
- physical and mailing addresses,
- type of material,
- company material designation (product name, style number, etc.), and

ATTACHMENT B

DEPARTMENTAL MATERIALS SPECIFICATION SIGN FACE MATERIALS

TEXAS DEPARTMENT OF TRANSPORTATION 2-11 01/09-04/09

- contact person and telephone number.

For sign sheeting submissions, include:

- Proposed TxDOT sheeting type,
- ASTM sheeting type,
- a test report with actual test data showing the material complies with the requirements of ASTM D 4956 for the sheeting type proposed, and
- the warranty statement required in Article 8300.6, 'Comprehensive Manufacturer's Warranty Requirements.'

B. Pre-Qualification Sample. For all proposed products, provide pre-qualification sample quantities at no cost to the Department in accordance with Tex-720-I.

The Department reserves the right to perform any or all tests in this Specification as a check on the tests reported by the manufacturer. In the case of any variance, the Department's tests will govern.

The Department will charge suppliers for the cost of sampling and testing of materials

that do not meet the requirements of this specification in accordance with Section 8300.7.

C. Evaluation.

1. Qualification. The Department will list materials meeting the requirements of this Specification on the MPL.

The Department may grant provisional pre-qualification after successful completion of the accelerated weathering requirements; or for materials that have undergone a full evaluation by the National Transportation Product Evaluation Program, and whose test results meet the minimum durability values required by this Specification.

The Department will grant full pre-qualification after successful completion of the exterior exposure requirements. Failure to complete all exterior exposure requirements successfully is grounds for cancellation of provisional pre-qualification.

Report changes in the composition or in the manufacturing process of any material to CST/M&P at the address shown in Article 8300.4.

The Department will review significant changes reported and the material may require a re-evaluation. The Department reserves the right to conduct whatever tests deemed necessary to identify a pre-qualified material and determine if there is a change in the composition, manufacturing process, or quality, which may affect its durability or performance.

2. Failure. Producers not qualified under this Specification may not furnish materials for Department projects and must show evidence of correction of all deficiencies before reconsideration for qualification.

Costs of sampling and testing are normally borne by the Department; however, the costs to sample and test materials failing to conform to the requirements of this Specification are borne by the supplier. This cost will be assessed at the rate established by the Director of CST/M&P and in effect at the time of testing.

DEPARTMENTAL MATERIALS SPECIFICATION SIGN FACE MATERIALS

TEXAS DEPARTMENT OF TRANSPORTATION 3-11 01/09-04/09

Amounts due the Department will be deducted from monthly or final estimates on Contracts or from partial or final payments on direct purchases by the State.

D. Periodic Evaluation. The Department reserves the right to randomly sample and evaluate pre-qualified materials for conformance to this Specification and to perform random audits of documentation. Department representatives may sample material from the manufacturing plant, the project site, and the warehouse.

Failure of materials to comply with the requirements of this Specification as a result of periodic evaluation may be cause for removal of those materials from the MPL.

E. Disqualification. Disqualification and removal from the MPL may occur if one of the following infractions occurs:

- material fails to meet the requirements stated in this Specification,
- the producer fails to report changes in the formulation or production process of the material to CST/M&P,
- the producer has unpaid charges for failing samples, or
- the producer has unresolved warranty issues.

F. Re-Qualification. A manufacturer or supplier may submit material for re-evaluation after documenting the problem and its resolution. Submit documentation identifying the cause and corrective action taken.

8300.6. Comprehensive Manufacturer's Warranty Requirements. Sign face material manufacturers must comply with all requirements of the following warranty. Failure to comply with the requirements of this warranty is cause for removal from the MPL.

Submit a statement indicating understanding and compliance with the provisions of the warranty and willingness to abide by the provisions to the address shown in Article 8300.4.A, 'Pre-Qualification Request.' Include the name, address, and telephone number of the person to contact regarding potential claims under the warranty provisions.

The warranty must include the use of one manufacturer's sign face material directly applied to a different manufacturer's sign face material. If a failure occurs, assignment of warranty

responsibility is to the manufacturer of the sign face material that fails. (Example: If the sheeting separates from the sign substrate, the manufacturer of the sheeting attached to the substrate will be responsible. If the sheeting or film used for legend detaches from the sheeting attached to the substrate, the manufacturer of the legend material will be responsible for the failure.)

A. Certification. Submit a certification with each lot or shipment, which states that the material supplied meets the requirements listed. Show individual lot numbers on the certification.

B. Field Performance. Sign face materials processed, applied, stored, and handled according to the manufacturer's recommendations (or as required in this Specification when there is an exception to the manufacturer's recommendations), must perform satisfactorily for the number of years stated in Section 8300.6.C, 'Minimum Performance Period,' for that sign face material. The performance period begins at the time of application of the sign face material to the sign. The warranty requirements go into effect *DEPARTMENTAL MATERIALS SPECIFICATION SIGN FACE MATERIALS TEXAS DEPARTMENT OF TRANSPORTATION 4-11 01/09-04/09*

upon final acceptance by the Department. The Department will adjust the performance period to deduct the time between application of the sign face material to the sign and Department acceptance.

The sign face material is unsatisfactory if:

- it deteriorates due to natural causes to the extent that the sign is ineffective for its intended purpose (Example: When the sign is viewed from a moving vehicle under normal day and night driving conditions) or
- shows any of the following defects:
 - cracks discernible with the unaided eye from the driver's position while in an outside lane at a distance of 50 ft. (15 m) or greater from the sign
 - peeling in excess of 1/4 in. (6.4 mm)
 - shrinkage in excess of 1/8 in. (3.2 mm) total per 48 in. (1.2 m) of sheeting width
 - fading or loss of color to the extent that color fails to meet the requirements in ASTM D 4956 or
 - loss of reflectivity to a level below 80% for Types C, D, and E sheeting of the minimum values specified in ASTM D 4956 or in this Specification for new sheeting when measured at the angles specified for each type.

Provide the applicators with manuals, training videos, or both describing the proper application method. Submit, to the address shown in Article 8300.4.A, 'Pre-Qualification Request,' a copy of the current training materials provided with any updates as they occur. Include recommended procedures for the storage and handling of materials after application to the sign face up to final installation.

The sign face material manufacturer's warranty does not relieve the Contractor for unacceptable work or improper handling, storage, or installation. The Contractor is fully responsible for all materials and work until final acceptance by the Department.

C. Minimum Performance Period. All signs made with the type of sheeting indicated below and any other sign face materials used on each type of sheeting, except construction and maintenance work signs and barricades, must meet the minimum performance periods and replacement actions in Table 1.

Table 1

Warranty Period (yr.)

Sheeting

Type

Period for Complete Sign

Replacement and Installation

Additional Period for Sheet

Material Replacement Only

C, D 7 3

E 5 2

D. Manufacturer's Replacement Obligation. Where and when shown that retroreflective traffic signs processed in conformance with the sign face material manufacturer's recommendations (or as required in this Specification when there is an exception to the manufacturer's recommendations) have not met the field performance requirements above, a manufacturer's replacement obligation exists. The manufacturer must cover the costs of replacement of the sign on the roadway or of restoring the sign surface to its original effectiveness as determined by and at no cost to the Department for materials or labor.

Replacement sign face materials must:

- be the same type originally specified unless otherwise approved or directed,
- meet all the requirements of this Specification, and
- appear on the MPL.

Schedule with designated Department personnel, within 30 days of notification of potential replacement obligation, an on-site investigation to determine if the sign face material manufacturer's obligation exists.

Fulfill all obligations within 120 days after determination of obligations are made. The Department may replace signs where uncompleted obligations occur and may bill the manufacturer for all Department costs in performing the manufacturer's replacement obligation.

When in the judgment of the Department deteriorated signs present a traffic hazard, the Department reserves the right to remove the signs from the roadway and place them in storage for the manufacturer's inspection. Reimburse the Department for all costs, including labor for removal and replacement, when inspection reveals that a material manufacturer's obligation exists.

The materials manufacturer may use an independent Contractor to fulfill obligations to replace or refurbish signs on the roadway.

Terms of the Contract must be in conformance with the provisions of Contracts used by the Department for this type work, be approved by the Department, and save harmless the Department from any liability that may arise out of the Contractor's operations.

The Department can provide a sample Contract to the manufacturer upon the manufacturer's request.

The Department reserves the right to place a representative on the job to ensure that the signs are replaced or refurbished in conformance with Department standards. The Department will test all sign face materials used to fulfill the manufacturer's obligations to ensure compliance with this Specification.

Replacement material assumes the remaining warranty period of the material it replaces.

E. Sign Processors' Obligations. Submit the following with each shipment of signs or sign faces:

- Department Contract or purchase order number and
- a copy of the certification, as required in Section 8300.6.A, 'Certification,' showing the lot number of all sign face materials from which the completed signs or sign faces were processed.

*DEPARTMENTAL MATERIALS SPECIFICATION SIGN FACE MATERIALS
TEXAS DEPARTMENT OF TRANSPORTATION 6-11 01/09-04/09*

8300.7. Material Requirements for Reflective Sheeting. This Specification covers the general and specific requirements for the three types of reflective sheeting materials listed in Table 2—Types C, D, and E.

Meet all the requirements of ASTM D 4956, except when otherwise specified. For Type C and D white sheeting intended for use on permanently installed highway signs, the average coefficient of retroreflection for a roll of sheeting must not vary more than 15 % when comparing Ra at 0 degrees and rotated 90 degrees for the angle epsilon (or rotational angle) while tested at each observation angle (alpha) and the -4 entrance angle (Beta 1). Calculate the 15% variation by

dividing the difference between Ra (0) and Ra (90) by Ra (90).

For white sheeting not meeting the 15% maximum orientation requirement, provide identification marks or other orientation features in or on the sheeting face denoting the optimum orientation of the sheeting. The markings must be visible from a minimum distance of 5 ft. and must be arrayed in such a manner that they will be readily distinguishable on cut-out legend, symbols, or borders.

The Department conducts outdoor weathering at the Department's test site in Austin, Texas or at other locations as deemed necessary by the Director of CST/M&P.

Meet the supplementary requirements specified in ASTM D 4956, Supplementary Requirement S3, 'Artificial Accelerated Weathering' when tested in accordance with ASTM G 155 using Exposure Cycle 1 with a quartz inner filter glass and Type "S" Borosilicate outer filter glass. The Department will test the following application types, not listed in Table S3.1, for the hours indicated and with the specified results as shown:

- nonconstruction work zone
- 2,200 hr. and
- meeting a minimum of 80% of the minimum specified initial retroreflectivity values for that type after accelerated weathering.
- construction work zone
- 500 hr. and
- meeting a minimum of 60% of the minimum specified initial retroreflectivity values for that type after accelerated weathering.

The manufacturer may fabricate identification marks to denote type of sheeting in or on the face of sheeting. When used, place the markings inconspicuously on 4 to 12 in. (100 to 300 mm) centers visible from a distance of not more than 30 ft. (9 m) or in a manner pre-approved by the Director of CST/M&P.

The sheeting manufacturer must furnish identification codes to the Department.

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Table 2

Sheeting Requirements

Type ASTM D 4956 Type Comments

C

III or IV

Must meet all requirements for nonfluorescent sheeting for ASTM Type III or IV.

The MPL lists Type C sheeting made with encapsulated glass beads and microprismatic elements separately, and the Department may specify one or the other for specific applications. White sheeting for permanent signs not meeting the 15% maximum orientation requirement will be listed separately on the MPL and must be applied in the direction stated in Section 8300.7.F.

D VII, VIII, IX, X

Must meet all requirements for nonfluorescent sheeting for ASTM Types

VII, VIII, IX, X. White sheeting for permanent signs not meeting the 15% maximum orientation requirement will be listed separately on the MPL and must be applied in the direction stated in

Section 8300.7.F.

E VII, VIII, IX, X

Must meet all requirements for
fluorescent sheeting for ASTM Types

VII, VIII, IX, X.

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A. Film Characteristics. Meet the requirements of Table 3.

Table 3

Film Requirements

Characteristic Requirement

Workability

The integrity of the film must be such that when the sheeting or a completed sign face is trimmed (in the normal manner) to match the sign substrate, the film must not crack, flake, nor chip on the sign panel or sign face side of the trim line.

Temperature Stability

- At any combination of temperatures from 50 to 100°F (10 to 38°C) and relative humidity from 20% to 90%, the sheeting must be able to be cut, applied, and color processed.

- Unapplied sheeting must withstand heat curing of process inks at temperatures up to 200°F (93°C), unless otherwise limited by the sheeting manufacturer and so stated in their technical literature.

Chemical Resistance

The surface of the sheeting or the face of a completed sign must be chemically resistant to the extent that there will be no surface change when wiped with a soft, clean cloth dampened with mild detergents or cleaners supplied by or recommended by the sheeting manufacturer.

B. Adhesive. Precoat the backside of the reflective sheeting with either a heat-activated or a pressure-sensitive adhesive. No additional coats of adhesive must be required to affix the reflective sheeting to the sign blank. The adhesive and liner, when used, must meet the requirements of ASTM D 4956.

Suppliers of reflective sheeting using a porous, textured-backing paper to protect the adhesive layer that is not suitable for use as a slip-sheet for packaging of completed signs, sign panels, or both, must supply rolls of slip-sheet paper in the various widths of reflective sheeting supplied. The area of slip-sheet paper, supplied in the various widths, must be the same as the area of reflective sheeting supplied in the various widths.

Supplied slip-sheet paper is subsidiary to the reflective sheeting and any costs, direct or indirect, must be included in the bid price for reflective sheeting on State purchases.

The adhesive must have no staining effect on the reflective sheeting.

C. Reflected Night Color. The reflected night color must be:

- identifiable as the same color as the day color when observed at 50 ft. (15 m) and
- uniform and free of streaks, mars, and other imperfections.

D. Screened Sheeting Optical Performance. Before exterior exposure or weather-o-meter (WOM) exposure, sheeting reverse screened with transparent ink must have the minimum co-efficient of retroreflectivity values specified in ASTM D 4956.

(NOTE: Retroreflectivity will be determined in accordance with Tex-842-B.)

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E. Material Identification. Mark each container, carton, or box containing reflective

sheeting with the information listed in ASTM D 4956. The identification numbers must also appear on the inside of the sheeting roll core. The identification number on the outside of the box and on the inside of the core must match. The mismatch of these numbers may be cause for rejection.

F. Special Sign Fabrication Requirements. When utilizing white sheeting for permanent signs that does not meet the 15% maximum orientation requirement, fabricate signs by applying the sheeting for cut-out legend, symbols, borders, and route marker attachments within the parent sign face with the identification markings in the vertical direction.

8300.8. Material Requirements for Conformable Reflective Sheeting.

A. General Requirements. Conformable reflective sheeting is intended for use on both flat surface and round plastic or metal posts. Meet all the requirements of ASTM D 4956, except when otherwise specified. In addition to the ASTM requirements, meet the requirements of Tex-843-B.

8300.9. Material Requirements for Screen Inks.

A. General Requirements. Specifically formulate screen inks for screening sign faces or legends on the type of reflective sheeting required.

B. Color. Screen inks, when screened onto any pre-qualified white reflective sheeting, must produce a color within the color requirements specified for the various colors of reflective sheeting in ASTM D 4956.

Use the type of screen recommended by the manufacturer.

Use screen inks as supplied or thinned according to the manufacturer's recommendations. Color will be determined by using ink from sealed, unopened containers as received from the manufacturer and according to manufacturer's recommendations for thinning.

C. Transparency. Black screen ink, when applied to white sheeting, must be completely opaque.

D. Durability. Screen inks, recommended by the ink manufacturer for use on any of the types of reflective sheeting, must exhibit the same durability as specified for that type of reflective sheeting.

When tested according to Federal Test Method 6301, "Adhesion (Wet) Tape Test," the results must show no process inks removed after processing a minimum of 96 hr. or after exposure of the sheeting types to durability and weathering tests specified.

8300.10. Material Requirements for Colored Transparent Films and Non-Reflective Black Films.

A. General. Colored, transparent films must consist of durable, electronically cuttable films coated with a transparent, pressure-sensitive adhesive protected by a removable liner. Non-reflective black films must be acrylic and consist of durable, electronically cuttable films coated with a pressure-sensitive adhesive protected by a removable liner.

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The films must be:

- designed to be cut on knife-over-roll (sprocket-fed or friction-fed) and flat bed electronic cutting machines;
- available in standard traffic colors;
- dimensionally stable; and
- designed to cut, weed, lift, and transfer.

The films must not release any volatile, organic compounds.

B. Color. When applied to retroreflective sheeting, the resulting color must fall within the color requirements specified for each color of reflective sheeting in ASTM D 4956. Black film must have a reflectance (Y) no greater than 4.0 as determined by Tex-839-B.

C. Co-efficient of Retroreflection. When applied to retroreflective sheeting, the resulting co-efficient of retroreflection must meet the minimum values specified in ASTM D 4956.

Retroreflectivity will be determined in accordance with Tex-842-B.

D. Adhesion. Adhesion must meet the requirements of ASTM D 4956.

E. Durability. All films, when applied to the various types of reflective sheeting, must meet

the same durability requirements as specified for that type of reflective sheeting.

8300.11. Anti-Graffiti Films and Coatings.

A. Color. When applied to retroreflective sheeting, the resulting color must fall within the color requirements specified for the various colors of reflective sheeting in ASTM D 4956.

B. Co-efficient of Retroreflection. When applied to retroreflective sheeting, the resulting co-efficient of retroreflection reading must have the minimum values as shown in ASTM D 4956.

Co-efficient of retroreflection will be determined in accordance with Tex-842-B.

C. Durability.

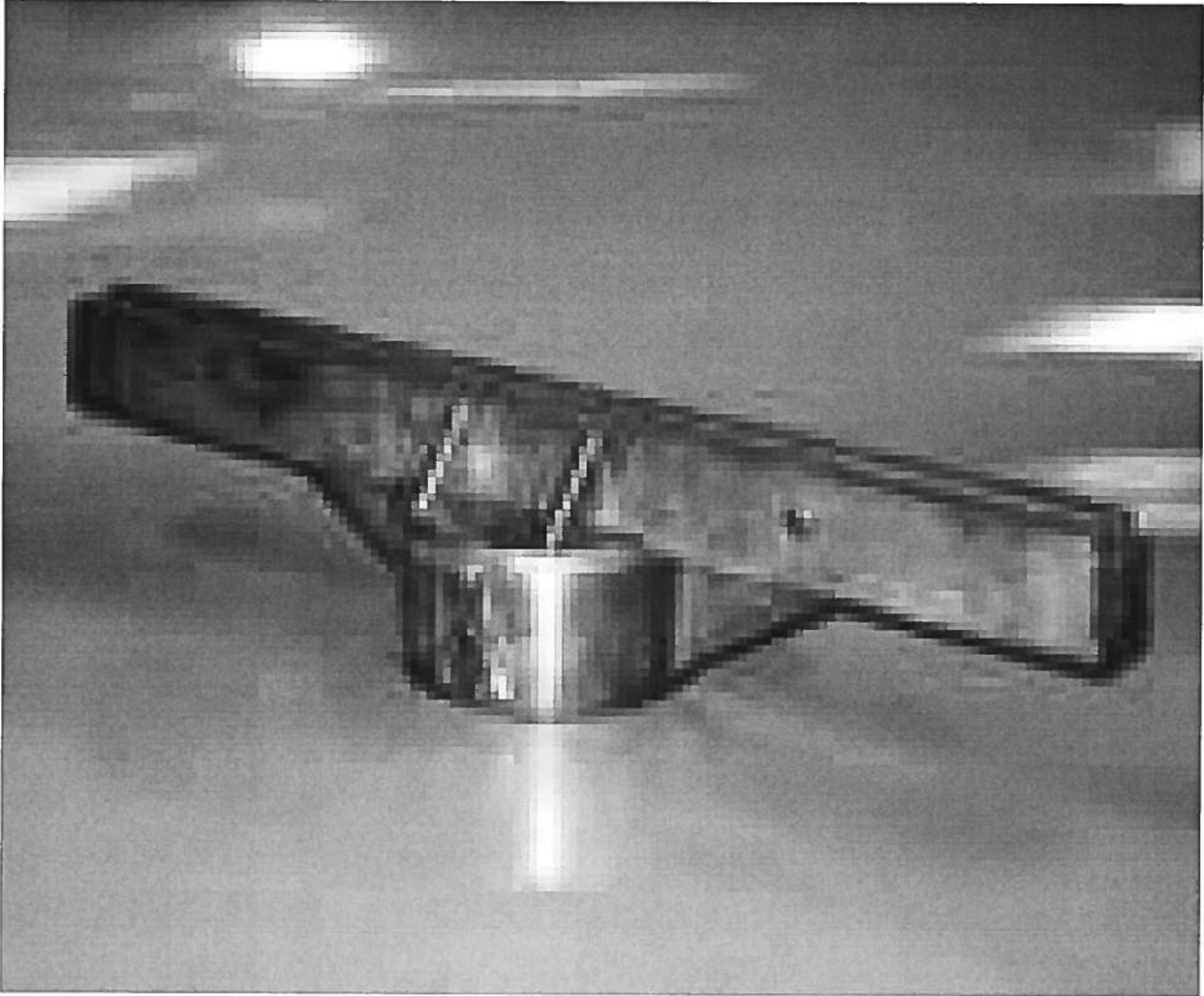
- Resistance and Exposure
- The sheeting must show no cracking, crazing, blistering, chalking, or dimensional change after WOM exposure for 2,200 hr. and exterior exposure at 45° for 36 mo. or at 90° for 5 yr.
- WOM exposure will be in accordance with ASTM G 155, using Exposure Cycle 1 with a quartz inner filter glass and Type "S" Borosilicate outer filter glass.
- Exterior exposure will be facing south at the Department's exterior exposure test site in Austin, Texas or other locations as deemed necessary by the Director of CST/M&P.

8300.12. Contrast Ratio of Sign Faces and Completed Signs. For all sign faces and completed signs using transparent screen inks or transparent films, the 'Contrast Ratio' is the *DEPARTMENTAL MATERIALS SPECIFICATION SIGN FACE MATERIALS*

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ATTACHMENT C

12" ROUND POST BRACKET FOR FLAT STREET NAME SIGNS



Round post cap for flat street name signs. Sign slot: 12" L x .875" D x .200" W. Hardware included:

- 7 - PRP38 vandal-resistant set screws

Reference: #1238F Ultra-Lok Cap

ATTACHMENT C

12" ROUND POST BRACKET FOR FLAT STREET NAME SIGNS



90-degree cross separator for flat street name signs. Sign slot: 12" L x .875" D x .200" W. Hardware included:

- 6 - PRP38 vandal-resistant set screws
Reference: #12-CRF Ultra Supr-Lok Cap

ATTACHMENT D
RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE BID RESPONSE

BID NUMBER: _____

BIDDER'S NAME: _____ **DATE:** _____

Provide the name, address, telephone number and point of contact of at least three (3) firms applicable to Municipal and/or Government projects that have utilized similar service for at least two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of bid.

1. Company's Name
Name of Contact
Title of Contact
E-Mail Address
Present Address
City, State, Zip Code
Telephone Number () Fax Number: ()

2. Company's Name
Name of Contact
Title of Contact
E-Mail Address
Present Address
City, State, Zip Code
Telephone Number () Fax Number: ()

3. Company's Name
Name of Contact
Title of Contact
E-Mail Address
Present Address
City, State, Zip Code
Telephone Number () Fax Number: ()

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH BID RESPONSE MAY AUTOMATICALLY DISQUALIFY THE BID FROM CONSIDERATION

SOLICITATION INSTRUCTIONS
ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF SOLICITATION
ANY EXCEPTIONS THERETO MUST BE IN WRITING

1. SOLICITATION REQUIREMENTS:

- 1.1 Responding requires pricing per unit shown and extensions. If trade discount is shown on solicitation, it should be deducted and net line extensions shown. Respondents guarantees product offered will meet or exceed specifications identified in this Invitation for Bid (IFB).
 - 1.2 Solicitations shall be submitted on Solicitation Sheet. Each response shall be placed in a separate envelope completely and properly identified. Responses must be in the Purchasing Department before the hour and date specified on the solicitation.
 - 1.3 Late responses properly identified will be returned to respondent unopened. Late responses will not be considered.
 - 1.4 Respond F.O.B. destination, freight, prepaid, & allowed unless otherwise specified on the solicitation. If otherwise, show exact cost to deliver.
 - 1.5 Response shall show unit price on quantity and unit of measure specified, extension and show total. In case of errors in extension, unit prices shall govern. Responses subject to unlimited price increase will not be considered.
 - 1.6 Submitted prices shall be firm for acceptance 30 days from solicitation opening date. "Discount from List" responses are not acceptance unless requested. Cash discount will not be considered in determining the low response. All cash discounts offered will be taken if earned.
 - 1.7 Responses shall give Tax Identification Number, full name and address of respondent. Failure to sign will disqualify response. Person signing response shall show title and authority to bind signatories firm in an agreement. Firm name should appear on each page in the block provided in the upper right corner. Business Entity shall be one (1) of the following: Individual, Partnership, Sole Proprietorship, Estate/Trust, Corporation, Governmental, Non-profit, all others shall be specified. **INDIVIDUAL:** List name and number as shown on Social Security Card. **SOLE PROPRIETORSHIP:** List legal name followed by legal business name and Social Security Number. **ALL OTHERS:** List legal name of entity and Tax Identification Number (TIN).
 - 1.8 Responses cannot be altered or amended after opening time. Any Alterations made before opening time shall be initialed by respondent or an authorized agent. No response can be withdrawn after opening time without approval of the CITY based on a written acceptable reason.
 - 1.9 The City is exempt from State Sales Tax and Federal Excise Tax. Do not include tax in response.
 - 1.10 The City reserves the right to accept or reject all or any part of response, waive minor technicalities and award the response to best serve the interests of the City. Split awards may be made at the sole discretion of the City.
 - 1.11 Consistent and continued tie responses could cause rejection of responses by the City and/or investigation for antitrust violations.
 - 1.12 Telephone, facsimile, and electronically transmitted responses are not acceptable in response to the solicitation.
 - 1.13 **CAUTION:** Solicitation invitation allows sufficient time for receipt of the preferred mail response. The City shall not be responsible for responses received late, illegible, incomplete, or otherwise non-responsive.
- 2. SPECIFICATION:**
- 2.1 Any catalog, brand name or manufacturer's reference used in the solicitation is descriptive only (not restrictive), and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered unless advertised under the provisions of Section 252.022 of the Texas Local Government Code. If other than brand(s) specified is offered, illustrations and complete descriptions of product offered are requested to be made a part of the response. If respondent takes no exceptions to specifications or reference data in response, respondent will be required to furnish brand names, numbers, etc., as specified in the solicitation.
 - 2.2 All items on the solicitation shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the solicitation. Verbal agreements to the contrary will not be recognized.
 - 2.3 Samples, when requested, must be furnished free of expense to the City. If not destroyed in examination, they will be returned to the respondent, on request, at respondent expense. Each example should be marked with respondents' name and address, City solicitation number and code. Do not enclose in or attach to response.
 - 2.4 The City will not be bound by any oral statement or representation contrary to the written specifications of the solicitation.
 - 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.
- 3. TIE RESPONSES:** In case of tie responses, the award will be made in accordance with Section 271.901 of the Texas Local Government Code.
- 4. DELIVERY:**
- 4.1 Response shall show number of days required to place material in City's designated location under normal conditions. Failure to state deliver time obligates respondent to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause response to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from Vendor list. (See 4.2 following.)
 - 4.2 If delay is foreseen, Vendor shall give written notice to the City. The City has the right to extend delivery date if reasons appear valid. Vendor shall keep the City advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting Vendor.
 - 4.3 No substitutions or cancellations permitted without written approval of the City.
 - 4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the City, unless otherwise specified in the solicitation.
- 5. INSPECTION AND TESTS:** All goods will be subject to inspection and test by the City to the extent practicable at all times and places. Authorized City personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests may be performed on samples submitted with the response or on samples taken from regular shipments. If the products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods, which have been delivered and rejected in whole or in part, may, at the City's option, be returned to the Vendor or held for disposition at Vendor's risk and expense. Latent defects may result in revocation of acceptance.
- 6. AWARD OF AGREEMENT:** A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the solicitation. Responses do not become agreements or purchase orders unless and until they are accepted by the City through its designates and an agreement or a purchase order is issued. The agreement or purchase order shall be governed, construed, and interpreted under the Charter of the City and the laws of State of Texas. All agreements or purchase orders are subject to the approval of the City Council or Manager.
- 7. PAYMENT:** Vendor shall submit three (3) copies of an invoice showing the agreement or purchase order number on all copies.
- 8. PATENTS AND COPYRIGHTS:** The Respondent agrees to protect the City from claims involving infringements of patents or copyrights.
- 9. RESPONDENT ASSIGNMENTS:** Respondent hereby assigns to the purchaser any and all claims for overcharges associated with this agreement, which arise under the antitrust laws of the State of Texas. TX, Bus. And Comm. Code Ann. Sec. 15.01, et seq. (1967).
- 10. RESPONDENT AFFIRMATION:**
- 10.1 Signing the response with a false statement is a material breach of agreement and shall void the submitted response or any resulting agreements, and the Respondent shall be removed from all Vendor lists. By signature hereon affixed, the respondent hereby certifies that:
 - 10.2 The respondent has not given, offered to give, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a public servant in connection with the submitted response.
 - 10.3 The respondent is not currently delinquent in the payment of any debt owed the City.
 - 10.4 Neither the respondent nor the firm, corporation, partnership, or any entity represented by the respondent, or anyone acting for such firm, corporation, or entity has violated the antitrust laws of this State codified in Section 15.01 et. Seq. Texas Business and Commercial Code, or the

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Federal Antitrust Laws, nor communicated directly or indirectly the response made to any competitor, or any other person engaged in such line of business.

10.5 The respondent has not received compensation for participation in the preparation of the specification for the solicitation.

11. **NOTE TO RESPONDENTS:** Any terms and conditions attached to response will not be considered unless the respondent specifically references them on the front of the response form. **WARNING:** Such terms and conditions may result in disqualification of the response (e.g. responses with the laws of a state other than Texas requirements for prepayment, Limitations on remedies, etc.) The City of Round Rock can only accept responses which contain all the terms and conditions of its formal solicitation; in particular, all respondents' affirmations and certifications must be included. Submission of responses on forms other than City's form may result in disqualification of your response.
12. **INQUIRIES:** Inquiries pertaining to Solicitation invitations must give Solicitation number, codes, and opening date.