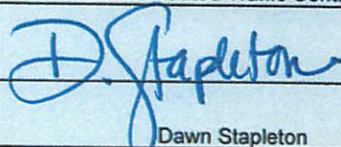


**Attachment A- Bid Sheet  
Traffic Signal Poles  
IFB 23-005**

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in IFB 23-005 Traffic Signal Poles. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below.

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	686 6046 INS TRF SIG PL AM(S)1 ARM (44') ILSN	1	Each	\$9,931	\$9,931
2	686 6056 INS TRF SIG PL AM(S)1 ARM (50') LUM & ILSN	1	Each	\$25,371	\$25,371
3	686 6068 INS TRF SIG PL AM(S)1 ARM (65') LUM & ILSN	2	Each	\$27,803	\$55,606
Lead Time 12-14 Weeks ARO				Total:	\$90,908

COMPANY NAME:	Consolidated Traffic Controls
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
PRINTED NAME:	Dawn Stapleton
PHONE NUMBER:	817.265.3421
EMAIL ADDRESS:	<a href="mailto:dstapleton@ctc-traffic.com">dstapleton@ctc-traffic.com</a>



**City of Round Rock, Texas**  
**Purchasing Division**  
221 East Main Street  
Round Rock, Texas 78664-5299  
[www.roundrocktexas.gov](http://www.roundrocktexas.gov)

**INVITATION FOR BID (IFB)**

**TRAFFIC SIGNAL POLES**

**SOLICITATION NUMBER 23-005**

**NOVEMBER 2022**



**TRAFFIC SIGNAL POLES  
 PART I  
 GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock, herein after “the City” seeks a bid from firms experienced in providing traffic signal poles, mast arms, and associated parts. This solicitation is for equipment only and does not include installation.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following-

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-8
Part IV – Specifications	Page 9
Attachment A – Bid Sheet	Page 10
Attachment B – Reference Sheet	Page 11
Attachment C – Traffic Signal Pole Specifications	Separate Attachment

3. **AUTHORIZED PURCHASING CONTACT(S):** For questions or clarification of specifications, you may contact:

**Amanda Crowell, CPPB**  
 Purchaser  
 Purchasing Division  
 City of Round Rock  
 Phone: 512-218-5458  
 E-mail: [acrowell@roundrocktexas.gov](mailto:acrowell@roundrocktexas.gov)

**Adam Gagnon, CPPB**  
 Purchaser  
 Purchasing Division  
 City of Round Rock  
 Phone: 512-218-5456  
 E-mail: [agagnon@roundrocktexas.gov](mailto:agagnon@roundrocktexas.gov)

The individual(s) listed above is/are the only authorized City contact(s) for this solicitation. The authorized purchasing contact(s) may be contacted by e-mail for clarification for this solicitation including specifications. No other City employee or representative may be contacted about this solicitation prior to contract approval. No authority is intended or implied that specifications may be amended, or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

4. **SCHEDULE OF EVENTS:** It is the City’s intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	November 18, 2022
Deadline for submission of questions	December 2, 2022 @ 5:00 PM, CST
City responses to questions or addendums	December 6, 2022 @ 5:00 PM, CST
<b>Deadline for submission of responses</b>	<b>December 16, 2022 @ 3:00 PM, CST</b>

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City’s response to the questions shall be posted on the City’s webpage in the form of an addendum at:

<https://www.roundrocktexas.gov/city-businesses/solicitations/>



Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:  
<https://www.roundrocktexas.gov/city-businesses/solicitations/>

5. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
6. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 4– Schedule of Events. Mail or hand deliver sealed responses to:

City of Round Rock  
Attn: Amanda Crowell  
Purchasing Department  
221 E. Main Street  
Round Rock, Texas 78664-5299

- A. Sealed responses shall be clearly marked on the outside of packaging with the solicitation title, number, due date, and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- G. Late responses will not be considered and will be returned unopened if a return address is provided.
7. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original" and one identical-to-the-original electronic copy of the IFB response on a flash drive. The submittal is required to include all addendums and requested attachments. The bid response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

**For your bid to be responsive, addendums and the attachments identified below shall be submitted with your proposal.**

- Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation.
- Attachment A: BID SHEET:** The bid response shall be submitted on the itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet may result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's solicitation document may result in disqualification of the response.



- **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies, or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

8. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, 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. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- A. Purchase price.
- B. Reputation of Respondent and of Respondent's goods and services.
- C. Quality of the Respondent's goods and services.
- D. The extent to which the goods and services meet the City's needs.
- E. Respondent's past performance with the City.
- F. The total long-term cost to the City to acquire the Respondent's goods or services.
- G. Any relevant criteria specifically listed in the solicitation.
- H. If the solicitation is evaluated with points, the respondent must earn a minimum of 15 points on criteria not related to cost in order to be considered for contract award.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing.

9. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances

- A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

10. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.

11. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

12. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a bid, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid then in evaluation, or any future bid.



**13. OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at [protest@roundrocktexas.gov](mailto:protest@roundrocktexas.gov).

In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City.

The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
- B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
- i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
  - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
  - iii. You must submit your protest in writing and must include the following information:
    - a. your name, address, telephone number, and email address.
    - b. the solicitation number.
    - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
    - d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
    - e. a statement of any issues of law or fact that you contend must be resolved; and
    - f. a statement of the argument and authority that you offer in support of your protest.
  - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
  - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
  - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
  - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
  - v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

**PART II**  
**DEFINITIONS, STANDARD TERMS AND CONDITIONS**  
**AND INSURANCE REQUIREMENTS**

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>.

In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.

2. **INSURANCE:** Insurance does not apply to this solicitation.

**PART III  
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall begin from date of award and shall remain in full force until all items have been delivered, inspected, and accepted by City staff.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
  - A. Be firms, corporations, individuals, or partnerships normally engaged in providing traffic signal poles as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
  - B. Provide all labor, supplies, and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools, and all associated costs. The City shall not be responsible for any Respondent's tools, equipment, or materials lost or damaged during the performance of the services specified herein.
  - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in traffic signal poles.
4. **PRICE INCREASE:** Contract prices for all items shall remain firm throughout delivery.
5. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondent(s) performance at any time during the contract term.
6. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
7. **WARRANTY:** All goods shall be warranted against defects in material and workmanship for a period of not less than 12 months beginning with the date of delivery as evidenced by the City's packing slip. If the manufacturer's standard warranty exceeds 12 months, then the manufacturer's standard warranty shall be in effect. The Contractor shall furnish a copy of the manufacturer's warranty at time of delivery.
8. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
  - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
  - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
  - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the successful Respondents' obligations under this paragraph.



9. **WORKFORCE:** Successful Respondent shall:

- A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
- B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
- C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

10. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> once City Council has approved the recommendation of award and the agreement has been executed.

11. **POST AWARD MEETING:** The City and successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:

- A. The method to provide a smooth and orderly transition of services performed from the current contractor.
- B. Provide City contact(s) information for implementation of agreement.
- C. Identify specific milestones, goals, and strategies to meet objectives.

12. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**

- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
- B. The City's designated representative:

**Matthew Dykstra**  
**Traffic Operations Specialist**  
**Transportation**  
**Phone: (512) 218-3228**  
**E-mail: [mdykstra@roundrocktexas.gov](mailto:mdykstra@roundrocktexas.gov)**

**PART IV  
SPECIFICATIONS**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in providing traffic signal poles, mast arms, and associated parts. This solicitation is for equipment only and does not include installation. The City requires delivery within 16 weeks of award.
2. **MATERIAL SPECIFICATIONS:** Equipment shall meet the requirements of TxDOT Standard Specification 686, Sections 2, 3.1, and 3.2. See Attachment C- Traffic Pole Specifications. In addition, equipment shall meet the requirements of the following TxDOT Standard Details:
  - A. 686 6046 INS TRF SIG PL AM(S)1 ARM (44') ILSN
  - B. 686 6056 INS TRF SIG PL AM(S)1 ARM (50') LUM & ILSN
  - C. 686 6068 INS TRF SIG PL AM(S)1 ARM (65') LUM & ILSN
3. **DELIVERY:** The Contractor shall deliver all items to the following address:

**Traffic Signal Shop  
910 Luther Peterson Place  
Round Rock, TX 78665**

  - A. The Contractor shall be responsible for offloading the product.
  - B. The Contract shall supply any necessary equipment to offload the product.
4. **CITY RESPONSIBILITIES:** The City will-
  - A. Coordinate with the Contractor to determine the delivery date and time.
  - B. Inspect all delivered items to ensure they meet the specifications above.
  - C. Provide access to the drop off location.



**ATTACHMENT A  
BID SHEET**

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB 23-005 Traffic Signal Poles in an Excel format on the City of Round Rock website at:  
<https://www.roundrocktexas.gov/city-businesses/solicitations/>
  - A. Attachment A- Bid Sheet must be completed, signed by an authorized representative, and returned by the deadline for submission of response indicated in Part I Section 4 – Schedule of Events.
  - B. The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
  - C. 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://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>
  - D. By the signature affixed on Attachment A – Bid Sheet, 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.
  - E. The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

**ATTACHMENT B  
REFERENCE SHEET**

**PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

**SOLICITATION NUMBER:** 23-005

**RESPONDENT'S NAME:** Consolidated Traffic Controls, Inc. **DATE:** 12.13.22

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name City of Houston  
Name of Contact Mark Carlin  
Title of Contact Procurement Specialist  
E-Mail Address mark.carlin@houstontx.gov  
Present Address 2805 McKinney, 2nd Floor  
City, State, Zip Code Houston, TX 77003  
Telephone Number ( 832 ) 395-3663 Fax Number: ( )
  
2. Company's Name City of Frisco  
Name of Contact Erik Erwin  
Title of Contact Senior Buyer  
E-Mail Address EErwin@friscotexas.gov  
Present Address 6101 Frisco Square Blvd  
City, State, Zip Code Frisco, TX 75034  
Telephone Number ( 972 ) 292-5549 Fax Number: ( )
  
3. Company's Name City of San Antonio  
Name of Contact Debra Stevens  
Title of Contact Procurement Specialist III  
E-Mail Address debra.stevens@sanantonio.gov  
Present Address 100 W. Houston  
City, State, Zip Code San Antonio Texas  
Telephone Number ( 210 ) 207-5204 Fax Number: ( )

**FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.**