

# City of McKinney Purchasing (City of McKinney, Texas) Supplier Response

Bid Information	Contact Information	Ship to Information
<b>Bid Creator</b> Abri Sterlacci Contract Administrator <b>Email</b> asterlac@mckinneytexas.org <b>Phone</b> 1 (972) 547-7582 <b>Fax</b> 1 (972) 547-7585  <b>Bid Number</b> 17-01FP <b>Title</b> Traffic Signal Poles <b>Bid Type</b> ITB <b>Issue Date</b> 9/21/2016 12:01 PM (CT) <b>Close Date</b> 9/29/2016 02:00:00 PM (CT) <b>Need by Date</b>	<b>Address</b> 1550 S. College St. Bldg. D McKinney, TX 75069 <b>Contact</b> Abri Sterlacci Contract Administrator Purchasing <b>Department</b> <b>Building</b> Bldg. D  <b>Floor/Room</b> <b>Telephone</b> 1 (972) 547-7582 <b>Fax</b> 1 (972) 547-7585 <b>Email</b> asterlac@mckinneytexas.org	<b>Address</b> 1550 S. College St. Bldg. D McKinney, TX 75069 <b>Contact</b> Abri Sterlacci Purchasing <b>Department</b> <b>Building</b> Bldg. D  <b>Floor/Room</b> <b>Telephone</b> USA (972) 547-7585 <b>Fax</b> <b>Email</b> asterlac@mckinneytexas.org

## Supplier Information

**Company** Structural & Steel Products, Inc  
**Address** 1320 S. University Drive  
 Suite 701  
 Fort Worth, TX 76107  
  
**Contact**  
**Department**  
**Building**  
**Floor/Room**  
**Telephone** 1 (817) 332 7417  
**Fax** 1 (817) 338 0638  
**Email**  
**Submitted** 9/29/2016 11:57:07 AM (CT)  
**Total** \$381,421.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Christopher Carman

Email chris@s-steel.com

## Supplier Notes

## Bid Notes

Through this invitation to bid, the City of McKinney intends to establish an annual fixed price contract for the purchase of traffic signal poles that support traffic signal and intelligent transportation system equipment on an "as needed basis".

## Bid Activities

Date	Name	Description
9/22/2016 03:00:00 PM (CT)	Questions	All questions about the meaning or intent of the requested documents shall be submitted to the City's representative in writing via email at asterlac@mckinneytexas.org Questions received after 4:00pm, CST, August 12, 2016 may not be answered.

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Bid Messages

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Please review the following and respond where necessary

#	Name	Note	Response
1	General Terms and Conditions	<p data-bbox="623 197 760 218">I. BIDDING</p> <p data-bbox="623 247 1159 499">A. BIDS – The City encourages all responses to be submitted electronically on the City's eBid system. However, the City will also accept paper bids, if received by the due date and time at the location specified in the legal notice. Paper bids submitted to the office of the Purchasing Manager shall be a minimum of one (1) original and three (3) copies of the executed Bid Form submitted in a sealed envelope; as well as one (1) electronic copy in PDF format on CD, DVD or USB. Copies are to be marked as such.</p> <p data-bbox="623 529 1159 697">B. AUTHORIZED SIGNATURES – The bid, whether paper or electronic must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.</p> <p data-bbox="623 726 1159 873">C. LATE BIDS – Bids must be submitted electronically or in the office of the City Purchasing Manager before or at the specified time and date bids are due. Bids received in the office of the Purchasing Manager after the submission deadline shall be rejected as non-responsive bids.</p> <p data-bbox="623 903 1159 1104">D. WITHDRAWAL OF BIDS PRIOR TO BID OPENING – A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Manager. If time allows and the bidder desires, a new bid may be submitted. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. The City of McKinney reserves the right to withdraw a request for bids before the opening date.</p> <p data-bbox="623 1134 1159 1281">E. WITHDRAWAL OF BIDS AFTER BID OPENING – Bidder agrees that offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.</p> <p data-bbox="623 1310 1159 1457">F. BID AMOUNTS – Bids should show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.</p> <p data-bbox="623 1486 1159 1869">G. EXCEPTIONS AND/OR SUBSTITUTIONS – As a matter of practice, the City of McKinney rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of the City. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications</p>	Agree

and shall hold the vendor responsible to perform in strict accordance with the specifications.

H. ALTERNATES – Bid request and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

I. DESCRIPTIONS – Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style or quality of material desired.

J. BID ALTERATIONS – Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

K. TAX EXEMPT STATUS – The City is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

L. QUANTITIES – Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as needed basis. Bidder is responsible for accurate final counts.

M. BID AWARD – Award of contract shall be made to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality. The City reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The City reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the City. The City reserves the right to award based upon individual line items, sections or total bid.

N. BEST VALUE – In determining best value, the City of McKinney may consider: 1) purchase price; 2) reputation of the bidder and of the bidder's goods or services; 3) quality of the bidder's goods or services; 4) extent to which the goods or services meet the City's needs; 5) bidder's past relationship with the City of McKinney; 6) impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities; 7) total long-term cost to the City to acquire the bidder's goods or services; and 8) any relevant criteria specifically listed in this document.

O. SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS – All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

P. ADDENDA – Any interpretations, corrections or

changes to the specifications and plans will be made by addenda no later than forty-eight hours prior to the bid opening. Addenda will be distributed to all known recipients of bid documents. Vendors shall acknowledge receipt of all addenda with submission of bid.

Q. GENERAL BID BOND/SURETY REQUIREMENTS – Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

R. GENERAL INSURANCE REQUIREMENTS – Failure to furnish Affidavit of Insurance, if insurance coverage is required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

S. RESPONSIVENESS – A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall be deemed non-responsive and the bid will not be considered for award. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined such as with vague wording that may include “price in effect at the time of delivery”; and c) bids made contingent upon award of other bids currently under consideration.

T. RESPONSIBLE STANDING OF BIDDER – To be considered for award, bidder must at least: have the ability to obtain adequate financial resources without limitation; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award. In order to determine financial standing of bidder, the City of McKinney may request recent financial statements or a statement of net worth.

U. PROPRIETARY DATA – Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of McKinney will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including existing the Texas Public Information Act.

V. PUBLIC BID OPENING – Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week may be required to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the City. Following City Council action to award or reject, all bids submitted are available for public review, unless otherwise specified herein.

## II. PERFORMANCE

A. DESIGN, STRENGTH, AND QUALITY – Design, strength, and quality of materials and workmanship must

conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

B. AGE AND MANUFACTURE – All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

C. DELIVERY LOCATION – All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Manager or designee.

D. DELIVERY/COMPLETION SCHEDULE – Delivery may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

E. DELIVERY CHARGES – All delivery and freight charges, F.O.B. destination shown on City of McKinney purchase order, as necessary to perform contract are to be included in the bid price.

F. INSTALLATION CHARGES – All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

G. OPERATING INSTRUCTIONS AND TRAINING – Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of the City. Instructions and training shall be provided at no additional cost to the City.

H. LABOR/MATERIALS/EQUIPMENT - Successful bidder shall provide all labor, materials, and equipment necessary for completion of each job(s)

I. STORAGE – Bidder agrees to provide storage of custom ordered materials, if requested, not to exceed 30 calendar days.

J. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS – Bids must comply with all federal, state, county and local laws, to include but not be limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the City of McKinney, Collin County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

K. PATENTS AND COPYRIGHTS – The successful

vendor agrees to protect the City from claims involving infringements of patents and/or copyrights.

L. SAMPLES, DEMONSTRATIONS AND TESTING – At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder/vendor.

M. ACCEPTABILITY – All articles enumerated in the bid shall be subject to inspection by an officer designated for the purpose by the City of McKinney. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, may become the property of the City at the City's option, without cost. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor. Vendor's failure to retrieve property resulting in ownership by City shall not be imputed as acceptance of replacement good under this contract.

### III. PURCHASE ORDERS AND PAYMENT

A. PURCHASE ORDERS – A Purchase Order(s) shall be generated by the City Purchasing Manager to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

B. INVOICES – All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the City in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

C. FUNDING – The City of McKinney is operated and funded on an October 1 to September 30 basis. In the event sufficient funds are not appropriated in the City budget for the payment of amounts due under this contract, the City shall not be obligated to make further purchases or payments and City reserves the right to terminate this contract without liability.

### IV. CONTRACT

A. CONTRACT DEFINITION – The General Conditions

of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the City, shall constitute a contract equally binding between the successful bidder and the City of McKinney.

B. CONTRACT TERMINATION – The City reserves the right to cancel and terminate this contract, without cause, upon thirty (30) days written notice to the other party.

C. CHANGE ORDER – No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the City. No change order will be binding unless signed by an authorized representative of the City and the vendor.

D. PRICE REDETERMINATION: A price redetermination may be considered by City of McKinney only at the twelve (12) month and twenty-four (24) month anniversary date of the contract. All requests for price redetermination shall be in written form. Cause for such request, i.e. manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of future bids for the lowest and best bid. City of McKinney reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the City.

E. TERMINATION FOR DEFAULT – The City of McKinney reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the City to award to another vendor, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.

F. TRANSITIONAL PERIOD – Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

G. INVALID, ILLEGAL, OR UNENFORCEABLE PROVISIONS – In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

H. INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE – Successful vendor shall defend, indemnify and save harmless the City of McKinney and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment, with costs, which may be obtained against the City of McKinney growing out of such injury or damages.

I. INTEREST BY PUBLIC OFFICIALS – No public official shall have interest in this contract, in accordance with Texas Local Government Code.

J. DISCLOSURE OF CERTAIN RELATIONSHIPS – Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with the City of McKinney disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that may cause a conflict of interest with the City of McKinney. By law, this questionnaire must be filed with the City Secretary, City of McKinney, PO Box 517, McKinney, Texas 75070, not later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Go to [www.mckinneytexas.org](http://www.mckinneytexas.org) to view Section 176, Local Government Code and for Questionnaire CIQ. A person commits a Class C misdemeanor offense if the person violates Section 176.006, Local Government Code. By submitting a response to this request, bidder represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

K. WARRANTY – The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

L. UNIFORM COMMERCIAL CODE – The successful vendor and the City of McKinney agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

M. VENUE – This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Collin, Texas.

N. SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT – The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of McKinney.

O. SILENCE OF SPECIFICATIONS – The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

2 Contract Term

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue for two (2) year period with three (3) one (1) year renewal options. Acknowledge

3 MINIMUM SPECIFICATIONS

A. GENERAL - It is the intent of the following minimum specifications to describe traffic signal poles that support traffic signal and intelligent transportation system equipment. Through this invitation to bid, the City of McKinney intends to establish an annual fixed price contract for the purchase of these items on an "as needed basis". Brand names, where used, are for descriptive purposes. Bidder shall assume specifications to read "or approved equal or better". Alternate brands bid shall be named in the submitted bid. The City of McKinney retains sole discretion in determining whether item(s) bid will be considered "equal" or "better".

Yes

B. The City of McKinney desires to purchase traffic signal poles based on the TxDOT standards used in the TxDOT Dallas District. All structural members shall be round.

All mast arm assemblies shall be attached to the vertical support with fixed arm connections. It is required that all fixed mount mast-arm connections be interchangeable for Single Mast Arm (SMA) pole types. The intent is to allow all SMA mast arms to be interchangeable with any SMA upright structure.

TxDOT Standard Detail Sheets

The following TxDOT standard detail sheets shall govern this specification:

- 1) Single Mast Arms Assemblies, TxDOT Dallas, SMA-80-12 (DAL) (2 sheets)
- 2) Mast Arm Connection, MA-C-12
- 3) Mast Arm Pole Details, TxDOT Dallas, MA-D-12 (DAL)
- 4) Long Mast Arm Assembly, LMA-12 (5 sheets)
- 5) Luminaire Arm Details, LUM-A-12
- 6) Traffic Signal Pole Foundation, TS-FD-12
- 7) Traffic Signal Strain Pole Assemblies, SP-80 (1)-12, SP-80 (2)-12, SP-100(1)-12 & SP-100(2)-12
- 8) CCTV Camera Pole Assembly

These standard details also reference TxDOT Specification 686 - Traffic Signal Pole Assemblies (Steel) (421)(441)(442)(445)(449).

NOTE: THE MANUFACTURING FACILITY SUPPLYING TRAFFIC SIGNAL POLES MUST BE TxDOT APPROVED AND MUST ALSO BE AN AISC CATEGORY 1 FACILITY.

C. Powder Coat Option

All exterior surfaces including luminaire arm support shall be powder coated using RAL 9017 (traffic black) paint or Engineer approved equal, and a Super Polyester Clear or Engineer approved equal.

Powder Coat Paint Finish - All assemblies shall be hot dipped galvanized to ASTM 123 and 153 specifications. Once galvanizing is completed, all exposed surfaces shall be mechanically etched by blast cleaning to remove mill scale, impurities and non-metallic foreign materials. All surfaces visually exposed are to be coated with a Urethane or Triglycidyl (TGIC) Polyester Powder to a minimum film thickness of 2.0 mils. The coating shall be electro statically applied and cured in a gas fired convention oven by heating the steel substrate to between 350 and 400 degrees Fahrenheit and gelled for approximately 5 minutes. At which time the part is

removed from the oven and allowed to cool for 15-20 minutes and then a second coat is applied. All surfaces visually exposed are to be coated with a Super Polyester Clear Powder to a minimum film thickness of 2.0 mils. The Super Polyester Clear Powder coating shall also be electro statically applied and cured in a gas fired convention oven by heating the steel substrate to between 350 and 400 degrees Fahrenheit.

#### D. Foundation Anchor Bolts and Steel Templates

All anchor bolts and steel templates for traffic signal pole foundations specified in the order shall be delivered within 14 calendar days after receipt of the purchase order so foundations can be constructed prior to the pole delivery.

Anchor bolt for Single Mast Arm (SMA) Pole Assemblies shall comply with foundation type 36-A in TxDOT specification TS-FD-12.

Anchor bolt for Large Mast Arm (LMA) Pole Assemblies shall comply with foundation type 48-A in TxDOT specification LMA(3)-12.

#### E. Warranties

Traffic signal poles supplied under this specification shall have a limited warranty for a minimum period of 5 years. All equipment must be provided and warranted by a single vendor. Warranty shall include actual parts and labor for any warranty work performed at manufacturer's facility. The manufacturer will incur all cost for shipping to and from the end user's site. A copy of the written warranty must be included with the bid. If Bidder is not the manufacturer, the manufacturer's name and contact information must be provided.

#### F. Measurement and Payment

Traffic Signal Poles shall be measured in units of each and will be paid for at the contract unit price per each. The price for each pole shall include all fasteners, washers and nuts and foundation anchor bolts required to provide a complete installation based on the TxDOT Standard Detail Sheets referenced above.

#### Order Quantities and Price Guarantee

The quantities shown on the bid are estimates only.

A minimum order of two Traffic Signal Poles shall be made at a time.

#### G. Shipping and Storage

The prices offered on the bid form shall include all shipping and storage.

The maximum delivery for all items included on the purchase order is 60 calendar days after receipt of a purchase order.

If a powder coat option is required, all delivered materials shall be stored in the galvanized state in a secure facility provided by the supplier and approved by the City of McKinney until powder coating is requested by the City. The Supplier shall powder coat all materials ordered and deliver them to a site selected by the City within seven (7)

days.

Vertical supports and mast arms shall be labeled with a permanent metal tag at the storage facility so that matching sets can be identified before the materials are shipped.

BEST VALUE EVALUATION CRITERIA AND FACTORS -  
Award of contract shall be made to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality taking into consideration the relative importance of price and other factors set forth below. Best value evaluation criteria will be grouped into percentage factors as follows:

40% PURCHASE PRICE

25% REPUTATION OF THE BIDDER AND OF THE  
BIDDER'S GOODS OR SERVICES

25% QUALITY OF THE BIDDER'S GOODS OR  
SERVICES

10% EXTENT TO WHICH THE GOODS OR SERVICES  
MEET THE CITY'S NEEDS

4	Warranty	Copy of the written warranty included with the bid?	Yes
5	Delivery Time	State number of working days after receipt of purchase order	85
6	Exceptions to Terms & Conditions	If Bidder takes exception to anything in the terms & conditions or specifications, they must be listed below. Supplement your list if required. If NO exceptions are taken write NONE in the blank line below.	None
7	Interlocal Clause	As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of McKinney shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?	Yes
8	Federal IRS Form W-9	Bidder has attached IRS Form W-9.	Acknowledge
9	Number of Years In Business	Enter the number of years your company has been in business.	49
10	Insurance Requirements	The insurance requirements of this solicitation are required from awarded bidder and a Certificate of Insurance shall be submitted to the Purchasing Department.	Yes

11 Consideration of Location of a Bidder's Principal Place of Business      Section 271.9051 of the Texas Local Government Code      Yes or No

authorizes a municipality with a population of less than 250,000, when considering competitive sealed bids, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within 5 percent of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. Request must be submitted with bid package to be considered by the City of McKinney. Questions should be addressed to the Purchasing Department at 972-547-7580.

The statutory language is as follows:

§ 271.9051. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS IN CERTAIN MUNICIPALITIES.

(a) This section applies only to a municipality with a population of less than 250,000 that is authorized under this title to purchase real property or personal property that is not affixed to real property.

(b) In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

(c) This section does not prohibit a municipality from rejecting all bids.

(d) This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

Added by Acts 2005, 79th Leg., ch. 1205, § 1, eff. Sept. 1, 2005

12 Bidder Acknowledgement

Bidder acknowledges, understands the specifications, any and all addenda, and agrees to the bid terms and conditions and can provide the minimum requirements stated herein. Bidder acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid submittal resulting from Bidder's failure to do so. Bidder acknowledges the prices submitted in this Bid have been carefully reviewed and are submitted as correct and final. If Bid is accepted, vendor further certifies and agrees to furnish any and all products upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid.      Acknowledge

Effective January 1, 2016, the State of Texas enacted House Bill 1295, an ethics law which applies to contracts of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. This law states that a governmental entity or state agency may enter into a contract with a business entity upon completion of Form 1295. To obtain this form, please refer to:

<https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>

The form must be NOTARIZED and will be required from the Awarded Firm.

## 14 References

List at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided. Include the following information. COMPANY NAME, Contact Person, Title, Address, e-mail, Phone Number, Fax Number. See Attached Reference List

## 15 Digital Signature

The undersigned agrees, if this bid/quote is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid/Quote, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

Chris Carman

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

By entering your name in the field provided you are accepting the terms of this bid/quote. You agree that your typed name will serve as your electronic digital signature.

## Line Items

#	Qty	UOM	Description	Response
1	1	Section	TRAFFIC SIGNAL POLES WITHOUT POWDER COAT	\$177,318.00

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
1.1	1	Each	Pedestrian poles, 14' pole	961.00

Supplier Notes:

1.2	1	Each	CCTV camera poles 30' pole, no luminaire	3,357.00
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Supplier Notes:

1.3	1	EA	CCTV camera poles 40' pole, no luminaire	4,137.00
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Supplier Notes:

1.4	1	EA	Strain pole (SP), 30' pole, 8' luminaire arm	2,940.00
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Supplier Notes:

1.5	1	EA	Single mast arm (SMA), 24' round arm, 19' pole, no luminaire	2,757.00
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Supplier Notes:

1.6	1	EA	Single mast arm (SMA), 24' round arm, 30' pole, 8' luminaire arm	3,889.00
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Supplier Notes:

1.7	1	EA	Single mast arm (SMA), 32' round arm, 19' pole, no luminaire	3,288.00
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Supplier Notes:

1.8	1	EA	Single mast arm (SMA), 32' round arm, 30' pole, 8' luminaire arm	4,285.00
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Supplier Notes:

1.9	1	EA	Single Mast Arm (SMA), 36' round arm, 19' pole, no luminaire	3,807.00
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Supplier Notes:

1.10	1	EA	Single Mast Arm (SMA), 36' round arm, 30' pole, 8' luminaire arm	4,776.00
Supplier Notes:				
1.11	1	EA	Single mast arm (SMA), 40' round arm, 19' pole, no luminaire	4,150.00
Supplier Notes:				
1.12	1	EA	Single mast arm (SMA), 40' round arm, 30' pole, 8' luminaire arm	5,103.00
Supplier Notes:				
1.13	1	EA	Single Mast Arm (SMA), 44' round arm, 19' pole, no luminaire	4,054.00
Supplier Notes:				
1.14	1	EA	Single Mast Arm (SMA), 44' round arm, 30' pole, 8' luminaire arm	5,095.00
Supplier Notes:				
1.15	1	EA	Single mast arm (SMA), 48' round arm, 19' pole, no luminaire	4,787.00
Supplier Notes:				
1.16	1	EA	Single mast arm (SMA), 48' round arm, 30' pole, 8' luminaire arm	5,935.00
Supplier Notes:				
1.17	1	EA	Long mast arm (LMA), 55' arm, 19' pole, no luminaire	17,808.00
Supplier Notes:				
1.18	1	EA	Long mast arm (LMA), 55' arm, 30' pole, 8' luminaire arm	19,139.00
Supplier Notes:				
1.19	1	EA	Long Mast Arm (LMA), 60' arm, 19' pole, no luminaire	17,977.00
Supplier Notes:				
1.20	1	EA	Long Mast Arm (LMA) 60' arm, 30' pole, 8' luminaire arm	19,311.00
Supplier Notes:				

1.21	1	EA	Long mast arm (LMA), 65' arm, 19' pole, no luminaire	18,104.00
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Supplier Notes:

1.22	1	EA	Long mast arm (LMA), 65' arm, 30' pole, 8' luminaire arm	19,458.00
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Supplier Notes:

1.23	1	Set	Anchor Bolts for a 36-A Foundation	596.00
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Supplier Notes:

1.24	1	Set	Anchor Bolts for a 48-A Foundation	1,422.00
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Supplier Notes:

1.25	1	Set	32' 36' 40' 44' Mast Arm Connection Hardware for 80mph	84.00
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Supplier Notes:

1.26	1	Set	48' Mast Arm Connection Hardware for 80mph	98.00
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Supplier Notes:

2	1	Section	TRAFFIC SIGNALS WITH POWDER COAT OPTION	\$204,103.00
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Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
2.1	1	EA	Pedestrian Poles, 14' pole	977.00

Supplier Notes:

2.2	1	EA	CCTV Camera Pole 30' pole no luminaire	3,839.00
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Supplier Notes:

2.3	1	EA	CCTV Camera Pole 40' pole, no luminaire	5,093.00
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Supplier Notes:

2.4	1	EA	Strain Pole (SP), 30' pole, 8' luminaire	3,041.00
Supplier Notes:				
2.5	1	EA	Single Mast Arm (SMA), 24' round arm, 19' pole, no luminaire	3,171.00
Supplier Notes:				
2.6	1	EA	Single Mast Arm (SMA), 24' round arm, 30' pole, 8' luminaire arm	4,536.00
Supplier Notes:				
2.7	1	EA	Single Mast Arm (SMA), 32' round arm, 19' pole, no luminaire	3,852.00
Supplier Notes:				
2.8	1	EA	Single Mast Arm (SMA), 32' round arm, 30' pole, 8' luminaire RM	5,029.00
Supplier Notes:				
2.9	1	EA	Single Mast Arm (SMA), 36' round arm, 19' pole, no luminaire	4,404.00
Supplier Notes:				
2.10	1	EA	Single Mast Arm (SMA), 36' round arm, 30' pole, 8' luminaire arm	5,556.00
Supplier Notes:				
2.11	1	EA	Single Mast Arm (SMA), 40' round arm, 19' pole, no luminaire	5,098.00
Supplier Notes:				
2.12	1	EA	Single Mast Arm (SMA), 40' round arm, 30' pole, 8' luminaire arm	6,321.00
Supplier Notes:				
2.13	1	EA	Single Mast Arm (SMA), 44' round arm, 19' pole, no luminaire	5,050.00
Supplier Notes:				
2.14	1	EA	Single Mast Arm (SMA), 44' round arm, 30' pole, 8' luminaire arm	6,354.00
Supplier Notes:				

2.15	1	EA	Single Mast Arm (SMA) 48' round arm, 19' pole, no luminaire	5,832.00
Supplier Notes:				
2.16	1	EA	Single Mast Arm (SMA), 48' round arm, 30' pole, 8' luminaire arm	7,235.00
Supplier Notes:				
2.17	1	EA	Long Mast Arm (LMA), 55' arm, 19' pole, no luminaire	19,987.00
Supplier Notes:				
2.18	1	EA	Long Mast Arm (LMA), 55' arm, 30' pole, 8' luminaire arm	22,010.00
Supplier Notes:				
2.19	1	EA	Long Mast Arm (LMA) 60' arm, 30' pole, no luminaire	21,296.00
Supplier Notes:				
2.20	1	EA	Long Mast Arm (LMA) 60' arm, 30' pole, 8' luminaire arm	22,251.00
Supplier Notes:				
2.21	1	EA	Long Mast Arm (LMA), 65' arm, 19' pole, no luminaire	20,704.00
Supplier Notes:				
2.22	1	EA	Long Mast Arm (LMA), 65' arm, 30' pole, 8' luminaire arm	22,467.00
Supplier Notes:				
Response Total:				\$381,421.00