CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

CONTRACT PROPOSAL
**75016**

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## COMPANY INFORMATION

**WARNING**

Do not use any term contracts to purchase goods and/or services when using Federal, State or Special Funds. Term contracts may contain provisions that conflict with Federal or State provisions.

City departments must contact their assigned City Attorney for applicable provisions, procedures and relevant fund requirements.

| | |
|---|---|
| **Name of Company:** | **Safeway Sign Company** |
| Address: | 9875 Yucca Road |
| City, State, Zip: | Adelanto, CA 92301 |
| Contact: | Mark Johnson, General Manager |
| Telephone Number: | (800) 637-7233 |
| Fax Number: | (760) 246-5512 |
| E-mail: | Sales@SafewaySign.com |
| **Company Representative:** | **Danny Padilla** |

| | | |
|---|---|---|
| **To request service:** | Phone: | **(760) 246-7070, Ext. 2227** |
| | Fax: | (760) 246-5512 |
| | Toll Free: | (800) 637-7233 |

| | |
|---|---|
| 24-Hour Emergency Number: | (800) 637-7233 |
| Facility Location: | 9875 Yucca Road<br>Adelanto, CA 92301 |
| Business Hours: | 8:00 a.m. thru 5:00 p.m.<br>**Monday through Friday** |
| Payment Terms: | Net 30 |
| Vendor Number: | 16134 |
| **CBPO Number:** | **BPSF00004008** |

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**AWARD SHEET**

**Traffic Control Signs: A thru L** (Lines 1 – 138)
**Rolled Goods: M** (Lines 139 – 175)
**Addendum 1 – Dated – March 28, 2013, the following line items were omitted and not awarded:**
78, 79, 97, 102, 103, 106, 107, 108, 109, 126, 127, 128, 129, and 131

**Abbreviations:**
S/F = Single Face
D/F = Double Face
S/S = Single Sheet, Pressure Sensitive (No Aluminum)
(S) = Symbol
EG = Engineering Grade (ASTM Type 1)
HIP = High Intensity Prismatic (ASTM Type III and IV)
DG3 = Super High Efficiency Full Cube (ASTM Type XI)
DG3/FDG Fluorescent (ASTM Type XI)
FDG Fluorescent Diamond Grade (ASTM Type VII, VIII, IX, X)

**A. ENCLOSED LENS RELECTIVE SHEETING, ENGINEERING GRADE (EG), 3M SERIES 3290. All signs less than one (1) square foot charged as one (1) square foot (ASTM Type I), with the exception of S/S. Minimum square footage is 5" x 5".**

| Item No. | Description | Face | Unit Price Per SQ. FT. |
|---|---|---|---|
| 1 | One color | S/F | **$ 3.22** |
| 2 | Two color | S/F | **$ 3.32** |
| 3 | Three color | S/F | **$ 3.37** |
| 4 | Four color | S/F | **$ 3.42** |
| 5 | One color | D/F | **$ 4.02** |
| 6 | Two color | D/F | **$ 4.12** |
| 7 | Three color | D/F | **$ 4.17** |
| 8 | Four color | D/F | **$ 4.22** |
| 9 | One color | S/S | **$ 1.12** |
| 10 | Two color | S/S | **$ 1.22** |
| 11 | Three color | S/S | **$ 1.27** |
| 12 | Four color | S/S | **$ 1.32** |

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**AWARD SHEET**

**B. REFLECTIVE SHEETING 3M (EGP) SERIES 3430, All signs less than one (1) square foot charged as one (1) square foot (ASTM Type I), with the exception of S/S. Minimum square footage is 5" x 5".**

| Item No. | Description | Face | Unit Price Per SQ. FT. |
|---|---|---|---|
| 13 | One color | S/F | **$ 3.17** |
| 14 | Two color | S/F | **$ 3.27** |
| 15 | Three color | S/F | **$ 3.32** |
| 16 | Four color | S/F | **$ 3.37** |
| 17 | One color | D/F | **$ 3.92** |
| 18 | Two color | D/F | **$ 4.02** |
| 19 | Three color | D/F | **$ 4.07** |
| 20 | Four color | D/F | **$ 4.12** |
| 21 | One color | S/S | **$ 1.07** |
| 22 | Two color | S/S | **$ 1.17** |
| 23 | Three color | S/S | **$ 1.22** |
| 24 | Four color | S/S | **$ 1.27** |

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**AWARD SHEET**

**C. HIGH INTENSITY PRISMATIC REFLECTIVE SHEETING, 3M (HIP) SERIES 3930 . All signs less than one square foot charged as one square foot. (ASTM Type III & IV) with the exception of S/S. Minimum square footage is 5" x 5".**

| Item No. | Description | Face | Unit Price Per SQ.FT. |
|---|---|---|---|
| 25 | One color | S/F | **$ 3.92** |
| 26 | Two color | S/F | **$ 4.02** |
| 27 | Three color | S/F | **$ 4.07** |
| 28 | Four color | S/F | **$ 4.12** |
| 29 | One color | D/F | **$ 5.32** |
| 30 | Two color | D/F | **$ 5.42** |
| 31 | Three color | D/F | **$ 5.47** |
| 32 | Four color | D/F | **$ 5.52** |
| 33 | One color | S/S | **$ 1.82** |
| 34 | Two color | S/S | **$ 1.92** |
| 35 | Three color | S/S | **$ 1.97** |
| 36 | Four color | S/S | **$ 2.02** |

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**AWARD SHEET**

**D. WIDE ANGLE PRISMATIC RETRO-REFLECTIVE SHEETING FOR VISUAL IMPACT PERFORMANCE (VIP) 3M SERIES 3990. All signs less than one square foot charged as one square foot. (ASTM Type IX) with the exception of S/S. Minimum square footage is 5" x 5".**

| Item No. | Description | Face | Unit Price Per SQ. FT. |
|---|---|---|---|
| 37 | One color | S/F | **$ 5.57** |
| 38 | Two color | S/F | **$ 5.67** |
| 39 | Three color | S/F | **$ 5.72** |
| 40 | Four color | S/F | **$ 5.77** |
| 41 | One color | D/F | **$ 8.42** |
| 42 | Two color | D/F | **$ 8.52** |
| 43 | Three color | D/F | **$ 8.57** |
| 44 | Four color | D/F | **$ 8.62** |
| 45 | One color | S/S | **$ 3.47** |
| 46 | Two color | S/S | **$ 3.57** |
| 47 | Three color | S/S | **$ 3.62** |
| 48 | Four color | S/S | **$ 3.67** |

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**AWARD SHEET**

**E. 3M DG3 DIAMOMD GRADE SUPER-HIGH EFFICIENCY FULL CUBE 3M SERIES 4000 (4090) All signs less than one square foot charged as one square foot. (ASTM Type XI) with the exception of S/S. Minimum square footage is 5" x 5".**

| Item No. | Description | Face | Unit Price Per SQ. FT. |
|---|---|---|---|
| 49 | One color | S/F | **$ 6.67** |
| 50 | Two color | S/F | **$ 6.77** |
| 51 | Three color | S/F | **$ 6.82** |
| 52 | Four color | S/F | **$ 6.87** |
| 53 | One color | D/F | **$ 10.62** |
| 54 | Two color | D/F | **$ 10.72** |
| 55 | Three color | D/F | **$ 10.77** |
| 56 | Four color | D/F | **$ 10.82** |

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**AWARD SHEET**

**F. 3M SCOTCHLITE FLUORESCENT WIDE ANGLE PRISMATIC RETRO-REFLECTIVE SHEETING (VIP/FDG) FLUORESCENT DIAMOND GRADE 3M SERIES 3924F, 3924G, 3981, 3983 (FLUORESCENT YELLOW/GREEN 3983, ORANGE 3942F & 3942G, YELLOW 3981). All signs less than one square foot charged as one square foot. (ASTM Type IX) with the exception of S/S. Minimum square footage 5" x 5".**

| Item No. | Description | Face | Unit Price Per SQ. FT. |
|---|---|---|---|
| 57 | One color (3924F & G only) | S/F | **$ 5.67** |
| 58 | One color | S/F | **$ 5.67** |
| 59 | Two color | S/F | **$ 5.77** |
| 60 | One color | D/F | **$ 8.62** |
| 61 | Two color | D/F | **$ 8.72** |
| 62 | Three color | D/F | **$ 8.77** |
| 63 | Four color | D/F | **$ 8.82** |
| 64 | One color | S/S | **$ 3.57** |
| 65 | Two color | S/S | **$ 3.67** |

**G. DG3/FDG – DG3 FLUORESCENT SUPER – HIGH EFFICIENCY FULL CUBE 3M SERIES 4000 (4080) – (ASTM Type XI) All signs less than one square foot charged as one square foot with the exception of S/S. Minimum square footage is 5" x 5".**

| Item No. | Description | Face | Unit Price Per SQ. FT. |
|---|---|---|---|
| 66 | One color | S/F | **$ 6.77** |
| 67 | Two color | S/F | **$ 6.87** |
| 68 | One color | D/F | **$ 10.82** |
| 69 | Two color | D/F | **$ 10.92** |
| 70 | One color | S/S | **$ 4.67** |
| 71 | Two color | S/S | **$ 4.77** |

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**AWARD SHEET**

## H. SIGN BLANKS, ALUMINUM ALLOY, 6061-T6 OR 5052-H38 SIGN READY

| Item No. | Description | Face | Unit Price Per SQ. FT. |
|---|---|---|---|
| 72 | Blanks 0.080 gage 1-5sq ft | n/a | **$ 2.42** |
| 73 | Blanks 0.080 gage 5+ sq ft | n/a | **$ 2.62** |
| 74 | Blanks 0.125 gage 1-5sq ft | n/a | **$ 3.92** |
| 75 | Blanks 0.125 gage 5+ sq ft | n/a | **$ 4.12** |
| 76 | Adjustment for 0.080 change to 0.125 | n/a | **$ 1.85** |

## I. GRAFFITI SHEETING APPLIED ON SIGNS (Labor and materials included.)

| Item No. | Description | Face | Unit Price Per SQ. FT. |
|---|---|---|---|
| 77 | 3M Scotchlite Protective Overlay Film (series 1160A) Anti-Graffiti Overlay Film Applied on each sign (the size to be 1-1/2 times the size of the information noted in D-1 of Attachment "B") | n/a | **$ 1.77** |

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**AWARD SHEET**

**J. SPECIFICALLY IDENTIFIED TRAFFIC CONTROL SIGNS (3M/Avery)**

| Item No. | Description | Code | Face | Size (in) | Refl. | Unit Price |
|---|---|---|---|---|---|---|
| **78** | **Drug Buyer Beware** | **ITEM DELETED** | ~~**S/F**~~ | ~~**18x24**~~ | ~~**EG**~~ | **N/A** |
| **79** | **Warning Drug Free Zone** | **ITEM DELETED** | ~~**S/F**~~ | ~~**24x18**~~ | ~~**EG**~~ | **N/A** |
| 80 | Street Sweeping various days & times, Red & White | R28 | D/F | 18x18 | EG | **$ 16.47** |
| 81 | Street Sweeping various days & NO TIME, Red & White | R28 | D/F | 18x18 | EG | **$ 16.47** |
| 82 | Hourly Parking, various days & times, Green & White | R32P | D/F | 18x18 | EG | **$ 16.47** |
| 83 | Permit Parking w/various legends & color circles (one color) | R32P | D/F | 18x21.75 | EG | **$ 21.96** |
| 84 | Permit Parking w/ various legends & color circles Two colors | R32P | D/F | 18x21.75 | EG | **$ 22.71** |
| 85 | Permit Parking w/various legends and color circles Three colors | R32P | D/F | 18x21.75 | EG | **$ 23.46** |
| 86 | Permit Parking w/various legends and color circles Four colors | R32P | D/F | 18x21.75 | EG | **$ 24.21** |
| 87 | Permit Parking w/various legends and color circles Five colors | R32P | D/F | 18x21.75 | EG | **$ 24.96** |
| 88 | Pedestrian Ahead Symbol Black & FYG (DG3/FDG) | W11-2 | S/F | 30x30 | FYG | **$ 49.81** |
| 89 | Pedestrian Ahead Symbol Black & FYG (DG3/FDG) | W11-2 | S/F | 36X36 | FYG | **$ 71.73** |
| 90 | Stop Sign, Red & White | R1 | S/F | 24x24 | HIP | **$ 21.28** |
| 91 | Stop Sign Red & White | R1 | S/F | 30X30 | HIP | **$ 33.25** |
| 92 | Stop Sign Red & White | R1 | S/F | 36x36 | HIP | **$ 47.88** |
| 93 | 10 Minute Parking | R32 (10M) | S/F | 10x15 | EG | **$ 5.40** |

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**AWARD SHEET**

| Item No. | Description | Code | Face | Size (in) | Refl. | Unit Price |
|---|---|---|---|---|---|---|
| 94 | No Parking w/ various time specified<br>Red & White | R32 (10M) | D/F | 12x18 | EG | **$ 10.48** |
| 95 | Pedestrian Crossing<br>FYG & Black (DG3/FDG) | W11A2 | S/F | 30x30 | FYG | **$ 49.81** |
| 96 | Pedestrian<br>Crossing<br>FYG & Black (DG3/FDG) | W11A2 | S/F | 36x36 | FYG | **$ 71.73** |
| **97** | **Park@90 Degrees<br>Black & White** | **ITEM DELETED** | ~~**S/F**~~ | ~~**18x18**~~ | ~~**EG**~~ | **N/A** |
| 98 | Dead End<br>Black & Yellow | R114 | S/F | 24x24 | HIP | **$ 21.28** |
| 99 | Dead End<br>Black & Yellow | R114 | S/F | 30x30 | HIP | **$ 33.25** |
| 100 | Speed Limit | R2 | S/F | 24x30 | HIP | **$ 26.60** |
| 101 | Speed Limit | R2 | S/F | 36x45 | HIP | **$ 59.85** |
| **102** | **Neighborhood<br>Watch<br>Black, Orange & White** | **ITEM DELETED** | ~~**S/F**~~ | ~~**11x14**~~ | ~~**EG**~~ | **N/A** |
| **103** | **Neighborhood<br>Watch<br>Black, Orange & White** | **ITEM DELETED** | ~~**S/F**~~ | ~~**18x24**~~ | ~~**EG**~~ | **N/A** |
| 104 | Handicap<br>Blue & White | R99C | S/F | 12x24 | EG | **$ 9.44** |
| 105 | School (Sym)<br>Ahead School Advance Warning<br>Assembly D<br>Black & FYG (DG3/FDG) | S1-1<br>W16-9P | S/F | 30x42 | FYG | **$ 69.74** |
| **106** | **Compact Cars Only** | **ITEM DELETED** | ~~**S/F**~~ | ~~**10x15**~~ | ~~**EG**~~ | **N/A** |
| **107** | **Compact Cars Only Must fit in Marked Space** | **ITEM DELETED** | ~~**S/F**~~ | ~~**10x15**~~ | ~~**EG**~~ | **N/A** |
| **108** | **Begin<br>Black & White** | **ITEM DELETED** | ~~**S/F**~~ | ~~**12x5**~~ | ~~**HIP**~~ | **N/A** |
| **109** | **End<br>Black & White** | **ITEM DELETED** | ~~**S/F**~~ | ~~**12x5**~~ | ~~**HIP**~~ | **N/A** |

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**AWARD SHEET**

| Item No. | Description | Code | Face | Size (in) | Refl. | Unit Price |
|---|---|---|---|---|---|---|
| 110 | Van Accessible<br>Blue & White | R100B.2 | S/F | 12x6 | EG | **$ 3.11** |
| 111 | Ahead<br>Black & FYG (DG3/FDG) | W16-9P (FYG) | S/F | 24x12 | FYG | **$ 15.94** |
| 112 | Down Arrows Black & FYG (DG3/FDG) | TBD | S/F | 18x18 | FYG | **$ 17.93** |
| 113 | Down Arrows<br>Black & FYG (DG3/FDG) | TBD | S/F | 24x24 | FYG | **$ 31.88** |
| 114 | School Symbol<br>Black & FYG (DG3/FDG) | TBD | S/F | 30x30 | FYG | **$ 45.04** |
| 115 | School<br>Black & FYG (DG3/FDG) | S4-3P | S/F | 24x8 | FYG | **$ 10.96** |
| 116 | School (Sym)<br>School<br>School Warning<br>Assembly A<br>Black & FYG (DG3/FDG) | S1-1 54-3P | S/F | 36x44 | FYG | **$ 87.67** |
| 117 | One Way<br>Black & White | R10LA | S/F | 36x12 | HIP | **$ 15.96** |
| 118 | One Way<br>Black & White | R10LA | S/F | 48x12 | HIP | **$ 21.28** |
| 119 | One Way<br>Black & White | R10RA | S/F | 36x12 | HIP | **$ 15.96** |
| 120 | One Way<br>Black & White | R10RA | S/F | 48x12 | HIP | **$ 21.28** |
| 121 | No Left Turn,(Sym) on Red, Blk, Red, White | R3-2 | S/F | 24x36 | HIP | **$ 31.92** |
| 122 | No Right Turn, (Sym) on Red, Blk, Red, White | R3-1 | S/F | 24x36 | HIP | **$ 31.92** |

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**AWARD SHEET**

## K. SPECIFICALLY IDENTIFIED TRAFFIC CONTROL SIGNS

| Item No. | Description | Code | Face | Size (in) | Refl. | Unit Price |
|---|---|---|---|---|---|---|
| 123 | Object Marker (Yellow Diamond) | Type N | S/F | 24x24 | HIP | **$ 21.28** |
| 124 | Object Marker (Yellow Diamond) | Type N | S/F | 30x30 | HIP | **$ 33.25** |
| 125 | Railroad X-ing | W47 | S/F | 36" dia | EG | **$ 42.48** |
| **126** | **Parking Meter, Various Three color** | **ITEM DELETED** | ~~**S/F**~~ | ~~**5x12**~~ | ~~**EG**~~ | **N/A** |
| **127** | **Parking Meter, Various Four colors** | **ITEM DELETED** | ~~**S/F**~~ | ~~**5x12**~~ | ~~**EG**~~ | **N/A** |
| **128** | **No Parking Passenger Zone w/ or wo/ hours** | **ITEM DELETED** | ~~**S/F**~~ | ~~**10x15**~~ | ~~**EG**~~ | **N/A** |
| **129** | **No Parking Passenger Zone** | **ITEM DELETED** | ~~**S/F**~~ | ~~**10x15**~~ | ~~**EG**~~ | **N/A** |
| 130 | All Way | R1.4 | S/F | 18x6 | HIP | **$ 4.62** |
| **131** | **Motorcycle Parking Only** | **ITEM DELETED** | ~~**S/F**~~ | ~~**10x15**~~ | ~~**EG**~~ | **N/A** |
| 132 | Street Name Block Number w/ Border | n/a | S/F | 12x5 | HIP | **$ 3.01** |
| 133 | Street Name, Block Numbers w/variable legend, Arrows & Borders | n/a | S/F | 12x5 | HIP | **$ 3.51** |
| 134 | Street Name, w/ Border, Black & White. No Graffiti Sheeting | n/a | S/F | 36x8 | HIP | **$ 7.84** |
| 135 | Street Name, w/variable legend & Border, Black and White | n/a | S/F | 36x8 | HIP | **$ 8.84** |

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**AWARD SHEET**

**L. Other Charges**

| Item No. | Description | Face | Unit Price Per SQ. FT. |
|---|---|---|---|
| 136 | Channel, 1 ¼" x 1 ¼" x 1/8" Extrusion, Alloy 6063-T5 | n/a | **$ 0.96** |
| 137 | Tube, 1 ¾" x 1 ½" x 1/8" Extrusion, Alloy, 6063-T6 | n/a | **$ 1.64** |
| 138 | One time Set-up Fee<br>New non-standard signs are all signs not MUTCD, Caltrans or existing City signs. Signs will become part of existing sign base. | n/a | **$ 45.00** |

**M. ROLL GOODS & ELECTROCUT FILM (Ordered in Rolls) 3M/Avery/Gerber. Due to differing agreements between manufacturers and fabricators, pricing will vary, therefore the fabricator bidding should refer to their own pricing agreement to determine how to price these rolls.**

| Item No. | Description | Face | Unit Price Per SQ. FT. |
|---|---|---|---|
| 139 | 3M Scotchlite Premium Overlay Film, Series 1160 or Avery OL-1000 | n/a | **$ 1.44** |
| 140 | 3M Scotchlite Premium Overlay Film, Series 1170 or Avery OL-2000 | n/a | **$ 1.07** |
| 141 | 3M Scotchlite Engineering Grade Sheeting, Pressure sensitive, Series 3270 | n/a | **$ 0.76** |
| 142 | 3M Scotchlite Engineering Grade Sheeting, Pressure sensitive, Series 3290 | n/a | **$ 0.76** |
| 143 | 3M Scotchlite Engineering Grade Prismatic (EGP) Sheeting, Pressure sensitive, Series 3430 | n/a | **$ 0.66** |
| 144 | 3M Scotchcal Sheeting, Black, Pressure sensitive, Series 3650 | n/a | **$ 0.99** |
| 145 | Category 7725, Basic Colors Black and White | n/a | **$ 1.44** |
| 146 | Category 7726, Standard Colors (Colors other than Black & White) | n/a | **$ 0.98** |
| 147 | 3M Scotchlite High Intensity Prismatic (HIP) Pressure sensitive, Series 3930 or Avery T-7500 | n/a | **$ 1.34** |

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**AWARD SHEET**

| Item No. | Description | Face | Unit Price Per SQ. FT. |
|---|---|---|---|
| 148 | 3M Scotchlite Diamond Grade Sheeting, VIP, Pressure sensitive, Series 3990 or Avery T-9500 | n/a | **$ 2.82** |
| 149 | 3M Scotchlite Diamond Grade Sheeting (pressure Sensitive)Series 4000 (4080) ASTM Type XI | n/a | **$ 4.01** |
| 150 | 3M Scotchlite Diamond Grade Fluorescent Reflective Sheeting VIP Series 3983, Yellow/Green or Avery T-9513 | n/a | **$ 2.93** |
| 151 | Scotchlite Diamond Grade Fluorescent Reflective Sheeting VIP Series 3981 (Yellow) or Avery T-9511 | n/a | **$ 3.09** |
| 152 | 3M Scotchlite Diamond Grade Fluorescent Work Zone Sheeting Series 3924F & 3934G, Orange | n/a | **$ 1.38** |
| 153 | 3M Scotchlite ElectroCut Film Series 3260S, Gerber Punched | n/a | **$ 1.91** |
| 154 | 3M Scotchlite ElectroCut File Series 7780S, Gerber Punched | n/a | **$ 3.79** |
| 155 | 3M Series 1170 ElectroCut Film, Transparent, Acrylic, Colored Film w/pressure sensitive adhesive, Standard Colors, Gerber Punched | n/a | **$ 1.07** |
| 156 | 3M Scotchlite Diamond Grade Fluorescent VIP Work Zone Sheeting Series 3924S, Orange | n/a | **$ 3.45** |
| 157 | Gerber High Performance Series 220/Series 225, White 220-10, Black 220-12, Metallic Gold 220-131, Sunflower 220-25, Vivid Blue 220-17, Olympic Blue 220-57, Teal 220-96 (Gerber Punched) | n/a | **$ 1.87** |
| 158 | Category 7720, Basic Colors | n/a | **$ 1.29** |
| 159 | Category 7720, Standard Colors | n/a | **$ 0.98** |
| 160 | Avery High Performance A9, Jungle Green | n/a | **$ 0.90** |
| 161 | Avery High Performance A9, Lavender | n/a | **$ 0.90** |

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**AWARD SHEET**

| Item No. | Description | Face | Unit Price Per SQ. FT. |
|---|---|---|---|
| 162 | Avery High Performance A9 Series, Jungle Green, Gerber Punched | n/a | **$ 0.90** |
| 163 | Gerber Quantum 2000 Series, Black, White, Red, Gerber Punched | n/a | **$ 0.61** |
| 164 | Gerber 280/280i HP Series Reflective Sheeting, Silver/White, Red, Green, Gold, Black, Orange, Blue, Light Blues (Gerber Punched) | n/a | **$ 5.91** |
| 165 | Category 7780, Basic Colors | n/a | **$ 3.79** |
| 166 | Category 7780, Standard Colors | n/a | **$ 4.07** |
| 167 | Gerber HP Series 210, Series Specialty, vinyls, dusted crystal, Gerber Punched | n/a | **$ 3.49** |
| 168 | Gerber HP Series 230 Series Translucent Vinyls, Red, 230-33, Intense Blue 230-127, Gerber Punched | n/a | **$ 9.71** |
| 169 | Avery High Performance A9 Series, Jungle Green, Not Punched | n/a | **$ 0.90** |
| 170 | 3M High Intensity Grade Prismatic Sheeting Series 3930, Silver/white, Red, Yellow, Green, Blue, Not Punched | n/a | **$ 1.34** |
| 171 | Gerber GCS Series Color | n/a | **$ 201.93** |
| 172 | Gerber Super CMYK, Yellow, Magenta, Cyan, Black. Series Foils for Edge/Edge II | n/a | **$ 115.29** |
| 173 | Gerber GCT Series Color Transparent Foils for Edge/Edge II, Gold, Blue, Red | n/a | **$ 127.16** |
| 174 | Gerber GCM Series Medal Foils for Edge/Edge II Silver Medal Gold Metal | n/a | **$ 179.44** |
| 175 | Gerber GCX Series Fluorescent color Foils for Edge/Edge II Pink | n/a | **$ 83.90** |

**N. Rush Fee**

**Rush Fee:** Orders needed in less than 30 days (State as % of Total Order) **20% - 21 day delivery**

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## BID AND CONTRACT CONDITIONS

**Getting paid for goods and/or services from the City:**

1. Beginning January 2012, all City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments.

2. Electronic payments are processed every business day and are safe and secure.

3. To sign up for electronic payments, visit www.sfgov.org/ach.

4. The following information is required to sign up:

   a. The enroller must be their company's authorized financial representative.
   b. The company's legal name, main telephone number and all physical and remittance addresses used by the company.
   c. The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor).
   d. The company's bank account information, including routing and account numbers.

If you have questions, please email: ACH.Support@sfgov.org

**Terms Related To Bidding**

**1. When Bids Are Due; Bid Opening Procedures**

Bids must be delivered before time set for bid opening. Bids will be opened by Purchasing at the hour and place stated on the first page of this bid in the presence of bidders who attend, and bid prices will be read upon request as time permits. Bidders may inspect the bids after award.

**2. Alternates**

When the name of a manufacturer, brand or make, with or without model number, is used in describing any item in this document, bids for similar articles will be considered unless otherwise stated. Purchasing shall be the sole judge as to whether such alternate articles are acceptable. Unless bidder states to the contrary, articles offered will be assumed to be the specific articles named in this document. If not offering the specific article named, bidder should enclose with its bid full information, specifications and descriptive data on items offered. Purchasing reserves the right to permit deviations from the specifications if any article offered is substantially in accord with Purchasing's specifications and is deemed by Purchasing to be of as good quality and as fully satisfactory for its intended use, Bidder is responsible for identifying any deviations from Purchasing's specifications.

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## BID AND CONTRACT CONDITIONS

### 3. Articles Furnished

Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Department of Building Inspection (DBI) or Department of Public Works (DPW), Contractor shall notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. Approved testing labs are posted on Purchasing's website at http://www.sfgov.org/oca/. When a non-tested item is delivered, the department will request approval from DPW. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.

### 4. Place of Manufacture

No article furnished shall have been made in prison or by convict labor, except, for articles purchased for use by City's detention facilities.

### 5. Condition of Article

Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.

### 6. Samples

Articles offered as equal to "City sample" must fully conform thereto; "City samples" may be inspected at the place designated by Purchasing. Samples must be furnished as required in this document. Those submitted by successful bidders may be retained for testing or checked against deliveries, in which case allowance will be made to Contractor. Each sample shall be plainly marked in a durable manner with the name of the bidder, the contract proposal number, and the item number. Submitted sample will be deemed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder in writing with the submittal of the sample. Sufficiency of sample will be determined by Purchasing. Do not enclose sample with bid, and do not wrap bid in package with sample.

### 7. FOB Point

F.O.B. destination in San Francisco, freight prepaid and allowed.

### 8. Price List Discounts

When bids are based on prices from a catalog or price list, bidder shall furnish copies of the catalog or price list as required herein. Contractor shall furnish additional lists as required. Bids will be considered for price lists offered other than specified provided the alternate price list can be readily

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**BID AND CONTRACT CONDITIONS**

compared on an overall basis with the specified price list. Bidder's price list discounts must remain firm during the term of the contract.

**9. Bidding on Separate Items and in the Aggregate**

Bidders may bid separately for any item unless otherwise provided. Bidders may make an offer on one, some or all items, unless otherwise provided.

**10. Prices**

Prices quoted must be fixed except as otherwise specified in this document. Any bid requiring receipt of order in less than 30 days will be unacceptable unless otherwise specified herein.

**11. Awards; Rejection of Bids**

Purchasing may make awards on one, some or all items in a bid. Purchasing reserves the right to reject any and all bids.

**12. Cash Discounts; Terms of Payment (Commodities and Equipment only)**

Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

- Discount period must be at least 30 days. Example: "1%, 30 days. Net 31."
- The maximum cash payment discount that will be considered when determining the lowest bid will be 2%.
- The discount period will start upon date of completion or delivery of all items on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.
- Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check.

Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the invoice amount in accordance with the provisions above, unless otherwise provided by bidder. No additional charge shall accrue against City in the event that City does not make payment within any time specified by bidder.

**13. Sunshine Ordinance**

In accordance with Sec. 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, responses to RFPs and all other records of communications between City and persons or firms

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**BID AND CONTRACT CONDITIONS**

seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

**Terms Related to the Contract**

**14. Inspection**

All articles supplied shall be subject to inspection and rejection by Purchasing or any department official responsible for inspection.

**15. Contract Interpretation; Choice of Law/Venue; Assignment**

Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of, the State of California; the venue for all claims arising out of this contract shall be in San Francisco. This contract may be assigned only with the written approval of Purchasing.

**16. Hold Harmless and Indemnification**

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Contract, including but not limited to, the use of Contractor's facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Contract, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**BID AND CONTRACT CONDITIONS**

persons in consequences of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

**17. Failure to Deliver**

If Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by this contract, such article or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor.

**18. Budget and Fiscal Provisions**

This Contract is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Contract will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Contract will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Contract in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Contract.

**19. Default; Remedies**

On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

**20. Termination for Convenience**

City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**BID AND CONTRACT CONDITIONS**

Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

**21. Guaranteed Maximum Costs**

The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City. The City is not required to honor any offered or promised additional funding for a contact which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

**22. Taxes**

Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Contract, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands that this Contract may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Contract entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

a. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

b. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extensions, renewal, or assignment of this Contract may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a

revaluation of any possessory interest by this Contract. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

c. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

d. Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

**23. Use of City Opinion**

Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this contract without prior written permission of Purchasing.

**24. Nondiscrimination; Penalties**

**a. Contractor Shall Not Discriminate.**

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

**b. Subcontracts.**

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**BID AND CONTRACT CONDITIONS**

**c. Nondiscrimination in Benefits.**

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

**d. Condition to Contract.**

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

**e. Incorporation of Administrative Code Provisions by Reference.**

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

**25. Local Business Enterprise Utilization; Liquidated Damages**

**a. The LBE Ordinance.**

Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's

obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

**b. Compliance and Enforcement.**

**Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or $1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

**26. MacBride Principles – Northern Ireland**

The City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

**27. Tropical Hardwood and Virgin Redwood Ban**

The City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product. If this order is for wood products or a service involving wood products: (a) Chapter 8 of the Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Sections 802(B), 803(B), and

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**BID AND CONTRACT CONDITIONS**

804(B) of the Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood products, virgin redwood or virgin redwood products. (c) Failure of Contractor to comply with any of the requirements of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

**28. Resource Conservation**

Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference

**29. Submitting False Claims; Monetary Penalties**

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at:

http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1

A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**30. Liability of City**

CITY'S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT.

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## BID AND CONTRACT CONDITIONS

### 31. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Contract.

### 32. Compliance with Americans with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.

### 33. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

### 34. Bid Protests

Bid protests for purchases of Commodities in excess of $50,000 shall be submitted and responded to in accordance with Rules and Regulations 21.3(i) pertaining to the San Francisco Administrative Code, Chapter 21.

### 35. Food Service Waste Reduction Requirements

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars ($100) liquidated damages for the first breach, two hundred dollars ($200) liquidated damages for the second breach in the same year, and five hundred dollars ($500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**BID AND CONTRACT CONDITIONS**

existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

**END OF BID AND CONTRACT CONDITIONS**

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## GENERAL CONDITIONS

These terms and conditions supplement the City's Bid and Contract Conditions. In the event of a conflict between these conditions and the preceding Bid and Contract Conditions, these conditions take precedence.

### 36. Contract Term

The contract period shall be for thirty six (36) months. The term of this contract is the period from award execution date, approximately August 1, 2013, or the above stated term date whichever is later, through the last day of the month of a thirty-six consecutive month period.

### 37. Contract Extension

This contract may be extended, all or in part, for a period or periods up to one year by mutual agreement in writing. The maximum contract period shall not be more than 7 years.

### 38. Toll-Free Telephone Number

A contractor located outside of San Francisco is encouraged to provide free telephone services for placing orders. This requirement can be met by providing a toll-free telephone number or accepting collect calls. The free service will be a consideration in evaluating this bid.

### 39. Cooperative Agreement

Contractor does not agree **___X___** that during the term of this agreement and any authorized extension, the Director of Purchasing may allow other public agencies or non-profits made up of multiple public agencies to utilize this agreement to obtain some or all of the services and/or commodities to be provided by Contractor under the same terms and conditions as the City, pursuant to a Board of Supervisor Resolution.

### 40. Not used

### 41. LBE Ordinance

To qualify for a bid discount under the provisions of Admin. Code Chapter 14B, an LBE must be certified by the Human Rights Commission by the Bid Due date. The certification application is available from HRC (415) 252-2500, and on the web. HRC's home page is:

http://www.sf-hrc.org/

Click on the "LBE Certification" tab.

### 42. Claim for Preference

To claim preference under the LBE Ordinance, see Bid Questionnaire attached.

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## GENERAL CONDITIONS

### 43. LBE Bid Discount; Brokerage Services

Pursuant to Section 14B.7 of the Administrative Code, a bid discount will only be awarded to an LBE directly responsible for providing materials, equipment, supplies or services to City as required by the Bid solicitation. An LBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provider, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by HRC. An LBE will be considered to be "regularly doing business", as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a local business preference program. Such a determination will be subject to audit by HRC. No preference will be given to an LBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

### 44. LBE Subcontracting

**a. Subcontracting to LBEs.**

Bidder is encouraged to make good faith efforts to award subcontracts to City and County of San Francisco-certified LBEs. This can be achieved through subcontracting, sub-consulting or supply opportunities. With the bid, the bidder is encouraged to provide a description of the type of good faith efforts the bidder estimates it may make under the contract.

**b. Examples of Good Faith Efforts.**

"Good Faith Efforts" include but are not limited to the following:

(1) Identifying and selecting specific products or services which can be subcontracted to certified LBEs.

(2) Providing written notice to potential LBE subcontractors that Bidder will be bidding on this Contract and will be seeking subcontractors.

(3) Advertising in one or more daily or weekly newspapers, trade association publications, trade oriented publications, trade journals, or other media specified by the City, for LBEs that are interested in participating in the project.

(4) Following up on initial notices the Contractor sent to LBEs by contacting the LBEs to determine whether they were interested in performing specific parts of the project.

(5) Providing interested LBEs with information about the scope of work.

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**GENERAL CONDITIONS**

(6) Negotiating in good faith with the LBEs, and not unjustifiably rejecting as unsatisfactory proposals prepared by any LBEs, as determined by the City.

(7) Where applicable, advising and making efforts to assist interested LBEs in obtaining insurance required by the City and the prime contractor.

(8) Making efforts to obtain LBE participation that the City could reasonably expect would produce a level of participation sufficient to meet the City's goals and requirements.

**c. Examples of Subcontracting.**

The following are examples of products which could be subcontracted under this Contract. The list is not intended to be exhaustive:

(1) The products or services which the vendor in turn sells to the City, or components of those products; (see Page 1 of the bid sheet);

(2) Packing containers and materials used to ship the City's order;

(3) Services of the carrier who delivers the City's orders;

(4) Pro rata share of LBE spending which is part of the vendor's general and administrative expenses, if the vendor can show that the pro rata share can be reasonably allocated to this contract.

**d. Reports.**

On a quarterly (January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31) basis, the Contractor will provide Purchasing with reports on LBE subcontracting under this Contract. The report must include a narrative description of the good faith efforts, if any, the Contractor has made during the quarter to provide subcontracting opportunities to LBEs and to meet the percentage goal.

**e. HRC Data on LBEs.**

Contractor will obtain from HRC a copy of HRC's database of LBEs, and this or other information from HRC, shall be the basis for determining whether a LBE is confirmed with HRC. Contractor will obtain an updated copy of HRC's database at least **quarterly**. Please call HRC at (415) 252-2500.

**45. Audit and Inspection of Records**

Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**GENERAL CONDITIONS**

permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

**46. Conflict of Interest**

Through its execution of this Contract, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Contract.

**47. Non-Waiver of Rights**

The omission by either party at anytime to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall in any way affect the right of the party to enforce such provisions thereafter.

**48. Contractor's Default**

If Contractor fails to fulfill its obligations under this contract proposal, whether or not said obligations are specified in this section, Purchasing reserves the right to: (a) terminate this contract at no cost to the City; (b) take action in accordance with Sections 17 and 19, or (c) exercise any other legal or equitable remedy.

**49. Bankruptcy**

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## GENERAL CONDITIONS

### 50. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

### 51. Reports by Contractor

**Multi-Year Term Contract**

Each year, no later than February 15; Contractor shall submit a soft copy report of the total items ordered, by month, under this contract during the preceding calendar year (January 1 – December 31). The report must be in a format acceptable to City and must list by department or location the following: (1) all items awarded under this contract; and (2) total quantity and dollar value of each item ordered, including items for which there were no orders. Contractor must also furnish a separate similar report for the total of all items ordered by City which are not part of this Contract. Emailed reports must not be larger than **10MB**.

Contractor shall email reports to:

OCAVendor.Reports@sfgov.org

Any report files larger than **10MB** must be submitted in electronic format on CD-ROM or USB drive and mailed to the address shown below with the term contract number and "Annual Vendor Reporting" clearly marked on the envelope/packaging.

Contractor shall mail the reports to:

OCA Vendor Reporting
Re: Term Contract No. 75016
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

### 52. Notice to Parties

All notices to be given by the parties hereto shall be in writing, and served by depositing same in the United States Post Office, postage paid and registered as follows:

Director of Purchasing
City and County of San Francisco
Office of Contract Administration

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## GENERAL CONDITIONS

Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

### 53. Subcontracting

Contractor is prohibited from subcontracting the direct supply of commodities under this contract unless such subcontracting is agreed to in writing by Purchasing. No party on the basis of this contract shall in any way contract on behalf of or in the name of the other party of this contract, and violation of this provision shall confer no rights on any party and any action taken shall be void.

### 54. Independent Contractor

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Contract shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Contract referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Contract.

### 55. Severability

Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

### 56. Emergency - Priority 1 Service

In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**GENERAL CONDITIONS**

effort in attempting to deliver products using all modes of transportation available. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and process orders for immediate delivery or will call in the event of an emergency. In addition, the Contractor shall charge fair and competitive prices for items and services ordered during an emergency and not covered under the awarded contract.

**57. Not used**

**58. Term Bid – Quantities**

This is a term, indefinite quantities contract. Unless otherwise specified herein, deliveries will be required in quantities and at times as ordered during the period of the contract. Estimated quantities are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity. Purchasing may make minor purchases of items requested in City's advertisement for bids or contractor's bid from other vendors when Purchasing determines, in its sole discretion, that the City has an immediate need for such items or that it is not practical to purchase against this contract.

**59. First Source Hiring Program**

**a. Incorporation of Administrative Code Provisions by Reference.**

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

**b. First Source Hiring Agreement.**

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal,

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**GENERAL CONDITIONS**

or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements

of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

**c. Hiring Decisions.**

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

**d. Exceptions.**

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

**e. Liquidated Damages.**

Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**GENERAL CONDITIONS**

fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**GENERAL CONDITIONS**

**f. Subcontracts.**

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

**60. Earned Income Credit (EIC) Forms**

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide the Earned Income Credit (EIC) Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which the applicable Contract or Contract Amendment becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in question); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of the Contract. Failure to comply with the foregoing requirement shall constitute a material breach by Contractor of the terms of the Contract. If within 30 days after the Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Contractor fails to commence efforts to cure within such period, or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under the terms of the Contract or under applicable law.

**61. Limitations on Contributions**

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor.

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

**GENERAL CONDITIONS**

Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

**62. Prohibition on Political Activity with City Funds**

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

**63. Preservative-Treated Wood Containing Arsenic**

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**64. Not used**

**65. Protection of Private Information**

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## GENERAL CONDITIONS

**66. Not used**

**67. Modification of Agreement**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

## END OF GENERAL CONDITIONS

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## SPECIAL CONDITIONS

**68. Purpose**

The purpose of this contract is to provide traffic control signs, materials, supplies and related hardware to the Parking and Traffic Division of the San Francisco Municipal Transportation Agency (SFMTA).

**69. Pre-Bid Conference.** A Pre-bid Conference will be held as follows:

**Location:** **SFMTA**
**1 South Van Ness Avenue, 6th Floor,**
**Candlestick Conference Room - #6052**
**San Francisco, CA 94103-5417**

**Date and Time: Tuesday, March 26, 2013 at 10:00 a.m.**

Though not mandatory, attendance at the conference is strongly urged for all prospective bidders on this contract.

It is requested that bidder's questions concerning this Contract Proposal be submitted by mail or fax at least 72 hours prior to the date and time of the Pre-bid Conference and directed to:

Gwen Williams, Purchaser
City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Goodlett Place
San Francisco, CA 94102-4685
Fax No: 415-701-4279
E-mail: Gwen.Williams@sfmta.com

Please reference Contract Proposal No. **75016**.

The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Written Change Notice will execute any change or addition to the requirements contained in this Contract Proposal, as a result of the Pre-bid Conference. It is the responsibility of the bidder to check for any change notice, which will be posted on the City's Bid and Contracts website:

http://mission.sfgov.org/OCABidPublication

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## SPECIAL CONDITIONS

**70. Specifications – See attachment "B"**

**71. Bidder's/Contractors Qualifications and Requirements**

a. In order to receive consideration, Bidders must have sufficient knowledge and experience in the products covered by the contract.

b. Contractor will be responsible for providing technical support and assistance to the City. As part of this technical support and assistance, the Contractor must provide personnel with in-depth technical knowledge of the products the Contractor is providing under this contract, to answer questions and offer any assistance required by City Personnel, during city business hours (7:00 A.M. - 5:00 P.M.).

c. Contractor shall maintain sufficient stock in quantity and diversity to satisfy the requirements of City Departments.

d. The City reserves the right to inspect Bidder's place of business, including Bidder(s) existing stock, to aid Purchaser in determining Bidder's capabilities and qualifications.

e. Bidder(s) shall be capable of producing the usage reports required (see General Conditions No. 51) of this document.

f. Bidders must be able to demonstrate to the Purchaser's satisfaction their capabilities, including evidence that they possess adequate facilities and financial resources to fully comply with the requirements of the contract.

g. The City may make such investigations as it deems necessary to verify Bidders qualifications; therefore, Bidders shall be prepared to furnish within seven (7) business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from the manufacturers they claim to represent, lines of credit with financial institutions and suppliers, number of employees and trade references.

h. The City reserves the right to reject any bid on which the information submitted by Bidder fails to satisfy the City and/or Bidder is unable to supply the information and documentation within the period of time requested.

i. The San Francisco MTA/DPT, Traffic Sign Division reserves the right to select signs at random from shipments received by the Traffic Sign Division for testing either by an outside agency or internally. All signs shall conform to Caltrans specifications. The California (CA) Coded Sign Specifications can be found by clicking on the link below:

http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## SPECIAL CONDITIONS

j. Other City Departments may select signs at random from shipments received and submit them to the Traffic Sign Division for testing by an outside agency or internally. Likewise, all signs shall conform to Caltrans specifications.

**72. Delivery**

Contractor must comply with the following delivery requirements. Failure to comply with all requirements may result in termination of contract in accordance with Contractor's Default clause of the contract.

a. Deliveries must be made F.O.B. Destination to the MTA/DPT, Traffic Sign Division, 1508 Bancroft Avenue , San Francisco, CA 94124 and all City Departments located in the City and County of San Francisco, Alameda County and San Mateo County.

b. Delivery of all items specified under this contract must be delivered within thirty (30) calendar days from the date the order was placed by the City and received by the Contractor. Failure to deliver within the maximum thirty (30) day period may result in termination of contract (See Bid and Contract Conditions No. 17).

c. Contractor must notify Sonny Santiago, (Storekeeper) at (415) 558-7926 or Karen Siu, (Management Assistant) at (415) 550-2775, twenty-four-(24) hours prior to delivery. Delivery will be accepted only at the edge of the truck opening in such a manner that the package can be off loaded with a forklift. The truck company will be responsible for moving all packages to the truck edge, otherwise the delivery will be refused. Acceptable delivery time is between 9:00 a.m. and 2:00 p.m., Monday through Friday except Holidays.

   Contractor must contact other Ordering Departments at least twenty-four (24) hours prior to delivery to determine specific delivery instructions.

d. No substitutions will be allowed. Contractor must deliver the exact order placed by the ordering department.

e. Contractor may occasionally be **required** to deliver prior to the maximum thirty-(30) calendar day delivery period.

f. Emergency deliveries shall be delivered by best means possible, any additional cost to the City shall be calculated per Attachment “A” Bid Sheet – Item Number 175. Contractor shall notify the department of the estimated time of delivery.

g. Contractor shall notify the ordering department immediately, if unable to deliver the items and quantity ordered. Contractor must notify and obtain approval from the ordering department prior to delivery of any back-ordered item. Ordering department may reject back-ordered items.

h. All deliveries must include a packing slip that includes the following information:

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## SPECIAL CONDITIONS

1. Complete description including manufacturer's name and number.
2. Quantity ordered.
3. Contract and contract item numbers.
4. Back ordered items and amount back-ordered.
5. Date back-ordered items will be delivered.

i. In the event that back-ordered items are delayed in excess of five (5) working days, the City reserves the right to reject partial shipment or cancel the item ordered from the Contractor, and purchase from another source.

**73. Price**

a. Prices may be increased or decreased commencing on or after the end of the first twelve (12) month contract period and each twelve (12) month period thereafter during the contract term and for any subsequent extensions upon written approval by the Purchaser.

b. Requests for price increases must be made in writing at least 30 days prior to the anniversary date of the contract. Requests made after that time will not be considered.

c. Such adjustment shall be equal to the percentage change (increase or decrease) of the base index indicated below, from the Bid Due date to the first anniversary date of this contract.

d. Requests for price increases under this contract must be supported by the following Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics:

| | |
|---|---|
| Series ID: | PUC3399503399503z |
| Industry: | Sign Manufacturing |
| Product: | Non-Electric Signs and Displays, Including Trade Show Exhibits |
| Base Date: | 198512 |
| Website: | www.bls.gov/data/ |

e. It shall be Contractor’s responsibility to request and to provide documentation satisfactory to the Purchaser to support any increases. Documentation shall include, but is not limited to all applicable product indices and other direct costs to substantiate Contractor’s request for price increases.

f. Price increase request will not be granted retroactively for past years or years in which the Contractor failed to request price increase(s).

g. Example of Price Adjustment Calculation:

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## SPECIAL CONDITIONS

| PPI Group | Contractor's Bid Price | Index on Bid Due Date | Index at 12 Months | Change in Index | Percent Change In Index | Adjusted Price |
|---|---|---|---|---|---|---|
| Widgets | $31.99 | 190.0 | 194.4 | 4.4 | 2.3% | $32.73 |

(Index at 12 Months) – (Index on Bid Due Date) = Change in Index

194.4 -190.0 = 4.4

(Change in Index) / Index on Bid due Date) = Percent Change in Index

4.4/190.0 =.023 or 2.3%

(Percent Change in Index x Contractor's Bid Price) + Contractor's Bid Price = Adjusted Price

(.023 x 31.99) + 31.99 = $32.73 Adjusted Price

### 74. Bid Evaluation

Except as otherwise noted on Bid Sheets, bid prices will be evaluated for each item based on the estimated quantity times the bid price per specified unit, less applicable discount payment terms offered (see Bid and Contract Condition 12), less any applicable LBE preference (see General Conditions 41 through 44) and applicable sales tax adjustment (see Special Condition 75). Purchasing will attempt to evaluate this ("bid package" or "contract proposal" package) within thirty (30) days after receipt of bids(s). If Purchasing requires additional evaluation time, all bidders will be notified in writing of the new expected award date.

### 75. Adjustment of Bid Price for Sales Tax

In accordance with Administrative Code Chapter 21.32, for bid purposes, Purchasing will reduce your bid based on any sales tax revenue the City would receive from this purchase.

### 76. Award

a. Award will be made in the aggregate to the lowest priced, most responsive and responsible bidder. In determining the award, Purchasing will take into consideration, but will not be limited to:

- Price (evaluated)
- Satisfactory review of bidders' qualifications.
- Any other factors deemed pertinent

The award will be made in the aggregate to the lowest responsive and responsible bidder as follows:

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## SPECIAL CONDITIONS

Group 1: A – L – Traffic Control Signs
Group 2: M – Rolled Goods

b. The Purchaser reserves the right to make "NO AWARD" and delete from consideration for award any item listed in the Bid Sheets of this Contract Proposal.

### 77. Awarded Items

If during the term of the contract, a contract item is determined to be unacceptable for a particular use, and such is documented by a City Department and as determined by Purchasing, it is understood and agreed that the item will be canceled and removed from the contract without penalty to the City. The City's sole obligation to the vendor is payment of deliveries made prior to the cancellation date. City shall give the vendor ten days' notice prior to any cancellation. The City will purchase the required replacement item from any source and in the manner as determined by Purchasing. If a contracted item has been discontinued by the manufacturer or is deemed temporarily unavailable, it will be the responsibility of the Contractor to search the marketplace and find an acceptable equal substitute in the time required for delivery and at the contract price. Contractor must notify Purchasing by certified mail, 30 days in advance of any changes in the description of article, brand, product code or packaging. Any changes made without the approval of Purchasing will constitute default and result in the City invoking General Condition No. 19.

### 78. Ordering

Items to be furnished under this contract shall be ordered through a release from the appropriate Citywide Blanket Purchase Order by City departments during the effective period of the contract. All invoices for payments shall show the Citywide Blanket Purchase Order number, complete description of item, quantity and contract price.

### 79. Payment

The City agrees to pay for all products in accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid. Payments shall be made by the City to Contractor in arrears, for **completed orders**, throughout the term of the contract. Invoices submitted by the Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by the City to the Contractor shall be subject to the audit by the City.

### 80. Additional Items

If, in the satisfaction of governmental interests it is necessary to purchase additional items from Contractor, additional items may be added to this contract by mutual agreement of the parties. The aggregated cost of all additional items added to the contract, during the contract term, shall not exceed twenty percent (20%) of the total estimated value (cost) of the original contract. All requests to add additional items to the contract must be submitted by City Departments in writing to the Purchasing Division. All requests must include complete specifications, estimated

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## SPECIAL CONDITIONS

quantities for the remainder of the contract period and a price quotation provided by the contractor, for each service. All additional items or services added to the contract shall be approved through issuance of a contract modification. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than $50,000, the amount over 20% or $50,000, shall be bid in accordance with Standard Purchasing Procedures. The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor's name and information, complete service description, delivery information and pricing information.

### 81. Bid Security

Each bid must be accompanied by a money order, cashier's check or certified check in the amount of **$1,000** payable to the City and County of San Francisco. **Personal or company checks will not be accepted.** Any proposal submitted without the proper bid security shall be determined to be non-responsive and result in the rejection of the bid. After the successful bidder has furnished the required documents or the City has rejected proposals, all bid proposal securities, except those which may have been forfeited, will be returned to the respective bidders whose proposals they accompanied.

### 82. Insurance

Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness;

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations; and

(3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## SPECIAL CONDITIONS

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Contractor hereby agrees to waive Workers' Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to:

Director, Office of Contract Administration
Purchasing Division
City and County of San Francisco
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## SPECIAL CONDITIONS

California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

### 83. Failure to Execute Contract

Within ten days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver specified insurance certificates to City. If the bidder fails or refuses to furnish the required insurance within ten days after receiving notice from Purchasing, Purchasing may, at its option, determine that this bidder has abandoned its bid. Thereupon the tentative award of said contract to this bidder shall be canceled. The bidder's check accompanying its bid shall be deposited with the Treasurer of the City and County of San Francisco for collection and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such bidder to properly provide insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

### 84. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

### 85. Questions

Any questions or clarifications concerning the requirements in this bid proposal must be submitted, in writing, and received by OCA no less than five business days prior to the bid opening date and time. Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions

### 86. Bid Submittal Instructions

Bids **must** be received at Central Purchasing, City Hall, Room 430, indicated on Page 1 of the Contract Proposal. Bids transmitted by fax or any type of electronic mail <u>will not</u> be accepted.

**Return all required documents, which include:**

- Page 1 of the Contract Proposal completed and signed.
- Bid Sheets for items being bid on only.

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## SPECIAL CONDITIONS

- Specifications on alternate items bid.
- All questionnaires and forms, including completed and signed bid addendum or change notice receipts, if applicable.
- Bid Security
- Bidders shall mail bid in an envelope clearly marked with the bid number and due date (lower left corner).

**Bids must be made on the enclosed bid sheets**.

**To receive full consideration, your bid should be unqualified and unconditional.**

FOR MORE INFORMATION, call:

Gwen Williams, Purchaser

(415) 701-4215

## END OF SPECIAL CONDITIONS

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## ATTACHMENT B – SPECIFICATIONS

## RETRO-REFLECTIVE SHEETING, ALUMINUM SIGN, SIGN BLANKS AND ROLLED MATERIAL

A. General:

All sheeting and aluminum sign blanks ordered either separately or as a finished sign shall conform to the specifications set forth by the State of California, Department of Transportation, Office of Business Management, Material Operations Branch (Caltrans). However, the most current specification as issued by Caltrans shall apply.

All references to the State, any State Agency or Caltrans within the Caltrans specifications shall mean the Various Departments of the City and County of San Francisco and specifically the MTA, Traffic Sign Division.

Any conflict between these specifications and specifications issued by Caltrans shall be pointed out to the MTA or Ordering Department who shall rule as to which specifications to apply.

All sign messages and layout shall conform to the State of California sign specifications sheets or as specified by the MTA or Ordering Department.

Vendor shall provide electronic library file of MUTCD signs for purchasing purposes.

B. 3M's Durable Sheeting Technical Information Manual shall apply to all 3M products, for all manufacturing, storing and packaging instructions of such products. The City and County of San Francisco may modify packaging instructions by written (Faxed) communication from Traffic Sign Division of the City's MTA, or Ordering Department.

C. Grades of Reflectivity (Retro-reflectivity)

1. Enclosed Lens Reflective Sheeting (Engineering Grade). 3M "Engineering Grade" (3290 Series) or AVERY DENNISON "Engineering Grade" (T-1000 Series), ASTM Type I.

2. High Intensity Prismatic Reflective Sheeting (High Intensity). 3M "High Intensity 3930 Series, (ASTM TYPE III); OR, AVERY DENNISON "Encapsulated Lens Sheeting" (High Intensity Grade Reflective Sheeting, Series T-6500) ASTM TYPE III.

3. Wide Angle Prismatic VIP Retro-Reflective Sheeting. 3M VIP Series 3990, ASTM TYPE IX.

4. Wide Angle Prismatic Fluorescent Retro-Reflective Sheeting. Bidder is to bid 3M "Durable Fluorescent Diamond Grade" (FDG 3924 Series, ASTM Type VII, VIII, IX, X) or, AVERY DENNISON "Fluorescent Prismatic Sheeting" (Series T-7500, ASTM TYPE VIII).

# AWARD

**Traffic Control Signs**

For the Term August 1, 2013 Through July 31, 2016

---

## ATTACHMENT B – SPECIFICATIONS

Roll Goods

1. 3M Scotchcal Electrocut Film Series 7725, Opaque.
2. 3M Scotchcal Electrocut Durable Transparent Film for use on 3M Scotchlite Electrocut Film Series 1170.

D. Identification:

1. On all signs one line of code shall be silk screened above the border in the lower right of the sign in letters and numerals approximately 1/4 of an inch high. On double-faced signs, identify code on each side. The code shall contain the MUTCD Code, CCSF – Date (Month and Year). Also, include the Graffiti Symbol, red dot on white (red printing), black dot on white (black printing) and green dot on white background (green printing). Pictures provided

2. All base metal shall be aluminum alloy 6061-T6 or 5052-H38 only and be 0.080 inch thick, unless specifically identified as otherwise. Reflective sheeting on 0.080” aluminum (0.125” if specified).

3. Hole dimension and pattern of signs may require a hole pattern for centerline and "L" bracket mounting. The hole dimension and pattern shall be specified at the time of sign order.

**END OF ATTACHMENT B**