



KENTON COUNTY

Kenton County Fiscal Court
1840 Simon Kenton Way Ste. 5100
Covington, Kentucky 41011

SUBMISSION INFORMATION

BID/PROPOSAL SIGN & ROADWAY MATERIALS

BID OPENING DATE: October 29, 2019

TIME: 2:00 P.M. Local Time

LOCATION Purchasing Department

Submit 1 original and 3 copy(s) of the information sheet and bid/proposal form.

BUYER Holly Hill
DATE OF RFB/RFP October 15, 2019

REQUEST FOR BID/PROPOSAL INFORMATION

Date: _____ Telephone: _____

Company Name: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Cell Phone: _____ E-mail: _____

Authorized Signature: _____

The signee hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items listed, subject to all instructions, conditions, specifications and attachments hereto. The bidder/offeror affirms to the Kenton County Fiscal Court the ability to meet all requirements and further affirms that the work will be done in compliance with all Federal, State and Local codes, ordinances, and regulations.

KENTON COUNTY FISCAL COURT
REQUEST FOR BIDS/PROPOSALS: TERMS AND CONDITIONS

1. **AUTHORITY** This Request for Bids/Proposals is issued pursuant to applicable provisions of the Kenton County Purchasing Ordinance.
2. **BID/PROPOSAL OPENING** Sealed bids/proposals will be received at the Kenton County Purchasing Department until the date and time specified, at which time they shall be opened in public. Late bids/proposals shall be rejected and returned unopened to the sender. Kenton County does not prescribe the method by which bids/proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids/proposals. **Facsimile or e-mailed bids/proposals will not be accepted.**
3. **BID/PROPOSAL PREPARATION** Bids/Proposals must be submitted on the bid/proposal form when provided and all information and certifications called for must be furnished. Bids/Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids/proposals. Bids/Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in blue ink by a person or persons legally authorized to bind the bidder/offeror to a contract. Name of person signing should be typed or printed below the signature.
4. **BID/PROPOSAL ENVELOPES** Envelopes containing bids/proposals must be sealed and addressed to the Kenton County Purchasing Department. The title of the bid/proposal as specified in the RFB/RFP document must be shown on the outside of the envelope.
5. **ERRORS IN BIDS/PROPOSALS** Bidders/Offerors are cautioned to verify their bids/proposals before submission. Negligence on the part of the bidder/offeror in preparing the bid/proposal confers no right for withdrawal or modification of the bid/proposal after it has been opened. In case of error in the extension of prices in the bid/proposal, the unit prices will govern. All price extensions are to be checked by the buyer to insure the total bid/proposal is accurate.
6. **RESERVED RIGHTS** Kenton County reserves the right at any time and for any reason to cancel this Request for Bids/Proposals, accept or reject any or all bids/proposals or any portion thereof, or to accept an alternate bid/proposal. Kenton County reserves the right to waive any immaterial defect in any bid. Kenton County may seek clarification from any bidder/offeror at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS** Kenton County will not be liable for any costs incurred by bidders/offers in replying to this Request for Bids/Proposals.
8. **AWARD** It is the intent of Kenton County to award a contract to the lowest responsible bidder/offeror meeting specifications. Kenton County reserves the right to determine the lowest responsible bid/offer on the basis of an individual item, groups of items, or in any way determined to be in the best interests of Kenton County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid/proposal specifications; (b) price; (c) qualifications of the bidder/offeror, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f)

maintenance costs and warranty provisions; and (g) repurchase or residual value. Bids/proposals accepted by the Kenton County Fiscal Court will be available to all local municipalities in Boone, Campbell and Kenton Counties.

9. **PRICING** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
10. **DISCOUNTS** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
11. **OCCUPATIONAL LICENSES** All Bidders/Offerors must have or obtain a Kenton County and Cities Occupational License prior to performing any work in Kenton County or any of its Cities, Kenton County Ordinance 225.19, Section III (a). Bidders/Offerors must be in full compliance with all Kenton County and Cities' Occupational License Ordinances (KENTON COUNTY FISCAL COURT ORDINANCES 78-6-1, 220.8, 223.0, 223.7, 225.19, 225.25) prior to awarding of a contract. Kenton County shall have the right to reject any bids/offers from Bidders/Offerors that are not in compliance with Kenton County and Cities' Occupational License Ordinances.
12. **TAXES** Kenton County is not subject to Federal Excise tax. Per Kentucky Administrative Regulation 103 KAR 30:225E, Kenton County is exempt from state and local taxes.
13. **SPECIFICATIONS** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids/Proposals on equivalent items will be considered, provided the bidder/offeror clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder/offeror specified otherwise, it is understood the bidder/offeror is offering a referenced brand item as specified or is bidding/offering as specified when no referenced, and does not propose to furnish an "equal." Kenton County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.
14. **SAMPLES** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the vendor's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder/offeror's name, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS** Bidder/Offerors shall promptly notify Kenton County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder/offeror shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **VARIANCES** State or list by reference on the reverse side of the Bid/Proposal form herein any variations to specifications, terms and/or conditions.
17. **INDEMNIFICATION** The Seller shall indemnify and hold harmless Kenton County, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs

and expenses which may accrue against Kenton County as a consequence of granting the Contract.

18. **DEFAULT** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, Kenton County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. Kenton County shall be entitled to recover its attorney's fees and expenses in any successful action by Kenton County to enforce this contract.
19. **BID BOND** A Bid Bond amounting to five (5%) percent of the proposed bid/proposal price must be provided with the response. The Bid Bond may be in the form of a surety bond, cashier check or other form of surety satisfactory to the county attorney. If the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay the Fiscal Court a specific amount because of default on part of the bidder.
20. **PERFORMANCE BOND** A Performance Surety Bond amounting to one hundred (100%) percent of the Contract price must be provided prior to execution of the contract assuring Kenton County that the project will be pursued with due diligence and completed according to the plans and specifications. This requirement may also be met by a letter of credit.
21. **INSPECTION** Materials or equipment purchased are subject to inspection and approval at Kenton County's destination. Kenton County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the seller promptly after rejection.
22. **WARRANTY** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. Kenton County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.
23. **REGULATORY COMPLIANCE** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" on all chemicals.
24. **EQUAL EMPLOYMENT OPPORTUNITY** Contractor shall comply with the Kentucky Human Rights Act, HRA 344.150 – 344.270 as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity EEO 45.550 – 45.640 which is incorporated herein by reference. Furthermore,

the Contractor shall comply with the Employment Discrimination Act, EDA 344.040, 344.050 as amended.

25. **ROYALTIES AND PATENTS** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold Kenton County harmless from loss on account thereof.
26. **LAW GOVERNING** This contract shall be governed by and construed according to the laws of the Commonwealth of Kentucky. Pursuant to the provisions of KRS 45A.343, the contractor or vendor is required to reveal to Kenton County any final determination of a violation of KRS Chapters 136, 139, 141, 337, 338 and 342 by the contractor or vendor within the previous five (5) years; and further that said contractor or vendor has been and is in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 341, and 342 for the duration of the contract. The failure of a contractor or vendor to reveal a final determination of a violation to a local government, or to comply with the statutory requirements, is considered grounds for cancellation of a contract and disqualification of the contractor or vendor from eligibility for any Kenton County contracts for a period of two (2) years.
27. **LIABILITY INSURANCE** Unless otherwise provided herein, Liability Insurance in the amount of \$1,000,000.00 must be maintained through out the life of the contract. A Certificate of Insurance naming Kenton County as co-insured must be submitted prior to execution of the Contract. The policy must provide that Kenton County (as co-insured) shall be given at least a 10 day advance written notice of any proposed cancellation or termination of the policy.
28. **WORKERS' COMPENSATION** A Workers Compensation certificate shall accompany all bidding documents as proof of payment. Kenton County may request proof of Certification at such other times during the life of the Contract as it deems necessary. Bids/proposals accepted by the Kenton County Fiscal Court will be available to all local municipalities in Boone, Campbell and Kenton Counties.

SIGN AND ROADWAY MATERIALS

Section 1 — Specifications

1.00 — Specifications of Commodity and/or Service Requirements

Traffic Signs

The Vendor shall notify Kenton County Public Works (KCPW) the time of delivery a minimum of twenty-four (24) hours prior to the scheduled delivery. Failure to give such notice may result in the Vendor's truck having to wait for the availability of personnel for unloading at its sole expense.

Delivery shall be made to the designated point of destination after the receipt of a Purchase Order within the delivery time. Any authorized employee of Kenton County Public Works may place a Purchase Order. Purchase Orders placed in a manner other than hard copy will be confirmed as hard copy.

Provide each specific sign in accordance with the Specifications outlined for each specific sign and in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), Current Edition, Federal Highway Administration. These specifications include the MUTCD Reference Number, the sign description, the type of sheeting to be used, and the size of aluminum blanks to be used. All sign sheeting must be on the Kentucky Department of Highways list of approved materials.

<http://mutcd.fhwa.dot.gov/>

<http://transportation.ky.gov/materials/pages/List-Of-Approved-Materials.aspx>

<http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

Provide all aluminum sign blanks with rounded corners and with holes punched for mounting on a single post. The type of sheeting to be used for all traffic signs with MUTCD reference numbers shall be Type XI.

Sign Blanks

As per section 833.01.02 of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, provide a thickness of 125 mils if any single edge dimension of the sign exceeds three feet. If no single edge dimension of the sign exceeds three feet, provide a thickness of 80 mils.

Except as provided herein, conform to all requirements of the Transportation Cabinet/Department of Highways 2019 Standard Specifications for Road and Bridge Construction. Section references are to the Standard Specifications.

Flat aluminum sign blanks shall conform to the requirements of section 833.01.02 and shall be furnished without sheeting. The sign blanks shall be prepared to receive high-intensity and diamond grade sheeting with pressure sensitive adhesives. Unless otherwise specified, corner radii and 3/8" punched holes shall be provided as detailed on the attached sign blank drawings. Hole punching details for sign blank sizes not shown on the attached sign blank drawings will be specified at the time the purchase order is placed. A barcode label **WILL NOT** be required on the back of any sign blanks or other standard MUTCD sign.

Retro-reflective Sheeting

All colors shall be available as defined by FHWA.

The retro-reflective sheeting as supplied shall be of good appearance free from ragged edges, cracks and extraneous materials and shall be furnished in either rolls or sheets. When furnished in continuous rolls, the average number of splices shall not be more than three per fifty yards of material with a maximum of four pieces in any fifty yard length. Splices shall be butted or overlapped and shall be suitable for continuous application as furnished. When furnished as cut sheets or sign faces, the sheeting shall be packaged flat and shall be packed snugly in corrugated fiberboard cartons in accordance with commercially acceptable standards. Each carton shall clearly stipulate the brand, quantity, size, lot, run number, and color.

Sheeting shall have Class 1 adhesive.

All retro-reflective sheeting shall be on the Kentucky Transportation Cabinet Department of Highways List of Approved Materials with the exception of the roll-up sheeting line items.

Dimensions of cut sheets shall exceed the standard sign size by 0.25 inch on all sides to allow for variations in alignment and trimming at the time of application.

The Vendor shall be allowed to use the peel-off sheeting protecting the adhesive as slip sheet shipping paper in lieu of traditional slip sheet paper.

The Vendor shall be allowed to ship all signs flat stacked on pallets in lieu of vertical shipment. All pallets will be stacked in a way to ensure a balanced load with even pressure distributed across the surface of all signs. Shipment by flat stacked method shall in no way void the warranty.

Washers to protect the sign surface from damage by bolts and other fasteners, if recommended by the sheeting manufacturer, shall be furnished by the vendor at no additional cost.

Stored under normal conditions the retro-reflective sheeting as furnished shall be suitable for use for a minimum period of one year.

Stop/Slow Paddle

The sign paddle shall consist of an octagonal panel twenty four () inches wide with eight (8) inches legend fabricated from 0.080 gauge aluminum. One (1) side of the paddle shall be fabricated using both white and red high intensity reflective sheeting. White die or computer cut legend and border may be applied over red sheeting or red sheeting may be reverse cut and applies over top of white sheeting. Silk screen printing or transparent overlay films shall not be accepted.

Letter series for the legend "STOP" shall comply with the (MUTCD) manual on uniform traffic control devices for size and spacing. The reverse paddle face shall be fabricated using orange high intensity reflective sheeting with the legend and border fabricated using black vinyl film or black opaque ink. The legend "SLOW" shall be black on a field of orange in the shape of a diamond. Letter series for the legend "SLOW" shall comply with the muted for size and spacing. The area beyond the limits of the diamond shall be black. All vinyl and ink shall be of the brand and type recommended by the reflective sheeting manufacturer. (See the Standard Highway Signs manual for complete description of finished product designs)

Each sign paddle, shall have a five (5) inch long handle of 1-1/4 inches edge to edge diameter lightweight rigid PVC or wood material. The handle shall extend five (5) inches onto the paddle face and be securely attached to the "SLOW" side of the paddle face with a minimum of four (4) bolts or rivets. The handle shall extend a minimum of eight (8) inches below the bottom of paddle. The handle must include a connector coupling compatible with the following post: A five (5) foot long 1-1/4 inches edge to edge diameter lightweight rigid PVC or wood post and a six (6) foot long 1-1/4 inches edge to edge diameter lightweight rigid PVC or wood post. A non-metallic or wood threaded coupling must be attached to the top of the post and shall also be required for each sign paddle. The sign paddle handle must be compatible with the coupling so that the sign paddle can be used by itself or on a five (5) or six (6) foot post. The post and handle shall be of sufficient strength to support the paddle during extended periods of traffic control use.

General requirements for the reflective pressed sheeting are as follows: The material must exhibit a day-light appearance which is unaffected by viewing angle and which is exemplified by diffuse surfaces retro or reflective optical systems shall be functionally faithful to the geometry associated with night driving and sign viewing conditions. They shall utilize the light incident from automobile headlights and shall return a substantial portion of it along the driver's line of sight. The material shall not exhibit spurious iridescence or luminescence but shall exhibit the same color and appearance under directional lighting as in daylight. All materials and prepared sign paddles shall be free from cracks, tears, ridges, humps, discoloration, or other objectionable blemishes. The material shall also be resistant to the formation of appreciable fungus growth.

Channel Posts

All channel posts shall meet all the requirements and specifications of the Kentucky Standard for Road and Bridge Construction, 2019 edition.

The Splice Breakaway System and the U-Channel Sign Support shall be Nucor or an approved equal.

Must be NCHRP 350 compliant.

1.01 – Warranty

The warranty as specified in Section 830.05 in the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, current edition, shall apply to all line items.

KYTC Standard Specifications Section 830.05 reads:

830.05 WARRANTY. When the Engineer determines that the retro-reflective sign sheeting supplied and used in according to the manufacturer's recommendations have not met field performance requirements, the manufacturer shall cover restoration costs as follows for sheeting:

- 1) Permanent Sheeting. Within the first 7 years after application, replace the sheeting and cover the cost of materials and labor required to restore the sign surface to its original effectiveness including stenciled messages, paint overlays, or film overlays. Within the 8th through 10th year after application, replace the sheeting required to restore the sign surface to its original effectiveness including stenciled messages, paint overlays, or film overlays.
- 2) Construction Sheeting. Within 3 years after application, replace the sheeting required to restore the sign to its original effectiveness including stenciled messages, paint overlays, or film overlays.

Should there be a transition between brands of sheeting, the Vendor guarantees to take the necessary steps to ensure the integrity of the matched component system. The County shall not knowingly issue a warranty claim for non-performance should sign makers use the incorrect ink with the sheeting. The vendor guarantees not to dispute a warranty claim based on improper use of the matched component system.

Section 2 – Terms and Conditions of the Master Agreement

2.00 – Scope of the Contract

The Kenton County Fiscal Court issues this Master Agreement for: Traffic Signs, Sign Blanks, Retro-reflective sheeting, Miscellaneous Sign Material, sign posts and related traffic materials.

2.01 – Contract Components and Order of Precedence

Kenton County's acceptance of the offer indicated by the issuance of an Award by the Kenton County Fiscal Court shall create a valid Master Agreement consisting of the following:

1. The written Master Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. Any provisions of the Solicitation and all attachments thereto;
4. The Bidder's response to the Solicitation, and
5. The Kentucky Revised Statutes KRS 45A.

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Specifications; (b) other provisions of the Solicitation, whether incorporated by reference or otherwise; (c) Contract or Master Agreement Terms and Conditions. Any reference by KRS or KAR to State level Cabinets, Divisions, or Agency Heads shall be assumed by the user agency where appropriate.

2.02 – Initial Contract Period

The Master Agreement will be for the initial period of two (2) year from date of award.

2.03 – Optional Renewal Period

This Master Agreement may be extended at the completion of the initial contract period for three (3) additional one-year periods. This extension must have the written approval of the vendor and the Kenton County Fiscal Court. The County reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

2.04 – Divisions/Agencies to Be Served

This Contract shall be for use by the following Divisions/Agencies:

KENTON COUNTY PUBLIC WORKS, LOCAL MUNICIPALITIES IN BOONE, CAMPBELL, & KENTON COUNTIES

This Contract designates specific Contractual responsibilities to Public Works office and personnel. All billing and payments for materials purchased from an agreement(s) will be directly between the user agency and Vendors.

No shipments or services are authorized until an official Purchase Order has been fully processed by an authorized agency.

2.05 – Quantity Basis of Contract

This Master Agreement has no guarantee of any specific quantity, and the County is obligated only to buy that quantity which is needed by its agency. The minimum Purchase Order will be \$1,500 unless mutually agreed upon by the Vendor and County.

2.06 – Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. Kenton County Public Works reserves the right to acquire large requirements through other competitive processes.

2.07 – Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the Master Agreement shall be firm for the contract period subject to the following:

A. Price Increases: A price increase will not be allowed during the first six (6) months of the contract. Only one price increase will be allowed during the contract period. The price increase must be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Kenton County Purchasing Department may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Kenton County Purchasing Department. Notice of withdrawal must be provided a minimum of forty-five (45) days prior to the effective date.

B. Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Kenton County Purchasing Department with notice of any price decreases as soon as such decreases are available.

C. Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required "A. Price Increases". One (1) additional price increase may be granted during the extended contract period. This price increase will not be allowed during the first six (6) months of the extended contract period and will be subject to the conditions in "A" above.

2.08 – Addition or Deletion of Items or Services

The Kenton County Purchasing Department reserves the right to add new and similar items, with the consent of the vendor, to the contract. If an addition is agreeable to both parties, the Kenton County Purchasing Department will issue a Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Purchase Orders referencing such items or services.

2.09 – Changes and Modifications to the Contract

During the period of the contract, a modification shall not be permitted in any of its conditions and specifications, unless the contractor receives electronic or written approval from the Kenton County Purchasing Department. If the contractor finds at any time that existing conditions make modification in requirements necessary, the contractor shall report the matter promptly to the Kenton County Purchasing Department for consideration and decision.

2.10 – Equipment

All equipment must be new and current model(s). The County recognizes the rapid advancement of technology. If the vendor can provide new equipment of advanced technology after the award of the contract, the County and the bidder may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award contract.

2.11 – Notices

The Kenton County Fiscal Court Purchasing Manager identified below shall be the sole point of contact throughout the procurement process. All communication concerning this procurement shall be written (regular, express, or electronic mail) and be submitted to:

Holly Hill
Purchasing Manager
Kenton County Fiscal Court
1840 Simon Kenton Way Ste. 5100
Covington, KY 41011
Email: holly.hill@kentoncounty.org

All questions and answers will be posted on the kentoncounty.org website under Business, Treasurer, Procurement (Bids & Proposals), View Bid Postings and then click on the Posting.

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Master Agreement shall be in writing.

After the Award, all programmatic communications are to be made to the Agency Contact Person listed below with a copy to the Purchasing Manager.

Nicholas Hendrix, P.E.
Department of Public Works
Kenton County Fiscal Court
Phone: 859-392-1920
Email: nick.hendrix@kentoncounty.org

With copy to:

Holly Hill
Purchasing Manager
Kenton County Fiscal Court
Phone: 859-392-1430
Email: holly.hill@kentoncounty.org

After the Award, all communications of a contractual or legal nature are to be made to the Kenton County Purchasing Manager.

2.12 – Deliveries

Delivery at the earliest possible date is desired. The Vendor guarantees delivery within twenty one (21) calendar days after the receipt of a Purchase Order.

The Vendor agrees that when delivery is not made within the contracted due date, one percent (1%) per day shall be deducted from the Vendor's Purchase Order for each day the Vendor fails to meet the contracted delivery date.

2.13 – Inspection

All supplies, equipment and services shall be subject to inspection or tests by the County prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the County shall have the right to reject the items or services or require acceptable correction at the vendor's expense.

2.14 – Invoices

Invoices shall be prepared and transmitted to the agency receiving the goods or services. One copy shall be marked "original" unless otherwise specified. Each invoice shall contain the following information:

- a. Contract and order number;
- b. Item numbers;
- c. Description of supplies or services;
- d. Sizes;
- e. Quantities;
- f. Unit prices; and
- g. Extended totals.

2.15 – Payments

The Vendor shall be paid upon the submission of the proper invoices to the receiving unit at the prices stipulated for the materials and services accepted.

All invoices must be 30 days net of correct invoice. As an incentive for earlier payment, bidders for County contracts are encouraged to offer discounts for payments made in less than 30 days net.

2.16 – Post Contract Agreements

The Master Agreement shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract. The County shall not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of the contract. Any such documents so obtained will be non-binding on the County and be cause for breach of contract.

2.17 – Service Performance

All services performed under contract shall be in accordance with the terms and conditions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the County and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the County for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Deviations of services performed will not be made without the written approval of the Director of Public Works. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. If such problems and/or disagreements cannot be resolved they should be referred to the Kenton County Divisions of Purchases for mediation.

2.18 – Assignment

The vendor shall not assign this Master Agreement in whole or in part to another vendor at any time during the initial or optional renewal terms of the contract, without the consent, guidance and approval of the County. Any assignment hereunder entered into, subsequent to the execution of the contract with the prime vendor, must be annotated and approved by the County. Any purported assignment without this consent shall be null and void.

2.19 – Termination of Contracts

A contract may be terminated for default by the vendor, for the convenience of the County, or for lack of appropriation.

2.20 - Bid Notice

Pursuant to the provisions of KRS 45A.343, the contractor or vendor is required to reveal to the County any final determination of a violation of KRS Chapters 136, 139, 141, 337, 338 and 342 by the contractor or vendor within the previous five (5) years; and further that said contractor or vendor has been and is in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 341, and 342 for the duration of the contract. The failure of a contractor or vendor to reveal a final determination of a violation to a local government, or to comply with the statutory requirements, is considered grounds for cancellation of a contract and disqualification of the contractor or vendor from eligibility for any County contracts for a period of two (2) years.

The proposal selected by the County will be that which best satisfies the Specifications and the needs of the County. Items that may be used to evaluate and determine which proposal is best are overall cost, delivery time, quality of previous work, and satisfaction of previous purchasers. The Kenton County Fiscal Court reserves the right to reject any and all proposals, to waive formalities, and to negotiate with the apparent qualified offeror to such an extent as may be determined by the Fiscal Court.

Sealed Bids are due in the office of the Purchasing Manager, 1840 Simon Kenton Way, Ste. 5100, Covington, Kentucky 41011 no later than 2:00 P.M., Tuesday, October 29, 2019. Offerors shall submit an executed original of the Bid Form and three (3) copies thereof along with four (4) copies of all supporting documents. All bids must be returned in a sealed envelope and must be clearly marked on the outside of the envelope as a “ROAD SIGN MATERIAL”. Bids not so marked may be rejected at the discretion of the Fiscal Court. Facsimile bids will not be accepted. Opening of the bids will be at 2:00 P.M., Tuesday, October 29, 2019 at the same location as stated above.

Kenton County Fiscal Court
Road/Sign Material Master Agreement
Bid Opening: 10/14/19
Bid Closing: 10/28/19

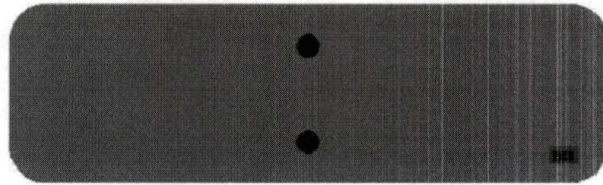
BID ITEM	MUTCD REFERENCE NO.	DELIVERY DAYS	QTY	UNIT	PROPOSED COST
6" X 12" OBJECT MARKER TYPE 2	OM2-2V	21	1	EA	
12" X 36" OBJECT MARKER TYPE 3 (LEFT)	OM3-L	21	1	EA	
12" X 36" OBJECT MARKER TYPE 3 (RIGHT)	OM3-R	21	1	EA	
30" STOP	R1-1	21	1	EA	
36" STOP	R1-1	21	1	EA	
30" YIELD	R1-3	21	1	EA	
18" X 6" ALL WAY	R1-3P	21	1	EA	
24" X 30" BLANK SPEED LIMIT	R2-1	21	1	EA	
24" X 30" 10 MPH SPEED LIMIT	R2-1	21	1	EA	
24" X 30" 15 MPH SPEED LIMIT	R2-1	21	1	EA	
24" X 30" 20 MPH SPEED LIMIT	R2-1	21	1	EA	
24" X 30" 25 MPH SPEED LIMIT	R2-1	21	1	EA	
24" X 30" 30 MPH SPEED LIMIT	R2-1	21	1	EA	
24" X 30" 35 MPH SPEED LIMIT	R2-1	21	1	EA	
36" X 12" ONE WAY (LEFT)	R6-1L	21	1	EA	
36" X 12" ONE WAY (RIGHT)	R6-1R	21	1	EA	
30" X 30" ROUNDABOUT CIRCULATION	R6-5P	21	1	EA	
24" X 24" NO PARKING	R8-3	21	1	EA	
12" X 18" NO PARKING FIRE LANE	R7-1	21	1	EA	
24" X 30" BLANK WEIGHT LIMIT	R12-1	21	1	EA	
36" X 36" SCHOOL SYMBOL	S1-1	21	1	EA	
36" X 36" SCHOOL BUS STOP AHEAD	S3-1	21	1	EA	
24" X 8" SCHOOL	S4-3P	21	1	EA	
24" X 30" END SCHOOL ZONE	S5-2	21	1	EA	
30" X 30" TURN (LEFT)	W1-1L	21	1	EA	
36" X 36" TURN (LEFT)	W1-1L	21	1	EA	
30" X 30" TURN (RIGHT)	W1-1R	21	1	EA	
36" X 36" TURN (RIGHT)	W1-1R	21	1	EA	

BID ITEM	MUTCD REFERENCE NO.	DELIVERY DAYS	QTY	UNIT	PROPOSED COST
36" X 36" COMBINATION HORIZONTAL ALIGNMENT/ADVISORY SPEED (LEFT)	W1-1aL	21	1	EA	
36" X 36" COMBINATION HORIZONTAL ALIGNMENT/ADVISORY SPEED (RIGHT)	W1-1aR	21	1	EA	
30" X 30" LT CURVE	W1-2L	21	1	EA	
30" X 30" RT CURVE	W1-2R	21	1	EA	
30" X 30" REVERSE TURN (LEFT)	W1-3L	21	1	EA	
30" X 30" REVERSE TURN (RIGHT)	W1-3R	21	1	EA	
30" X 30" REVERSE CURVE (LEFT)	W1-4L	21	1	EA	
30" X 30" REVERSE CURVE (RIGHT)	W1-4R	21	1	EA	
30" X 30" WINDING ROAD (LEFT)	W1-5L	21	1	EA	
30" X 30" WINDING ROAD (RIGHT)	W1-5R	21	1	EA	
48" X 24" ONE-DIRECTION LARGE ARROW	W1-6	21	1	EA	
18" X 24" CHEVRON	W1-8	21	1	EA	
36" X 36" TURN (LEFT) WITH SIDE ROAD	W1-10L	21	1	EA	
36" X 36" TURN (RIGHT) WITH SIDE ROAD	W1-10R	21	1	EA	
30" X 30" STOP AHEAD	W3-1	21	1	EA	
30" DIA. GRADE CROSSING WARNING	W10-1	21	1	EA	
30" X 30" BICYCLE	W11-1	21	1	EA	
30" X 30" PEDESTRIAN	W11-2	21	1	EA	
18" X 18" SPEED ADVISORY	W13-1P	21	1	EA	
30" X 30" PLAYGROUND	W15-1	21	1	EA	
30" X 50 YARD WHITE RETROREFLECTIVE SHEETING, TYPE XI		21	1	EA	
30" X 100 YARD WHITE RETROREFLECTIVE SHEETING, TYPE XI		21	1	EA	
9" X 50 YARD WHITE RETROREFLECTIVE SHEETING, TYPE XI		21	1	EA	
9" X 50 YARD BLUE RETROREFLECTIVE SHEETING, TYPE XI		21	1	EA	
30" X 50 YARD YELLOW RETROREFLECTIVE SHEETING, TYPE XI		21	1	EA	
30" X 50 YARD FLOURESCENT YELLOW GREEN RETROREFLECTIVE SHEETING, TYPE XI		21	1	EA	
30" X 50 YARD ORANGE RETROREFLECTIVE SHEETING, TYPE VI		21	1	EA	
36" X 100 YARD VINYL - ALL COLORS		21	1	EA	
36" X 100 YARD VINYL - ALL COLORS		21	1	EA	
36" X 50 YARD BLACK EC FILM		21	1	EA	
36" X 50 YARD BLACK EC FILM		21	1	EA	
30" X 50 YARD BLUE EC FILM		21	1	EA	

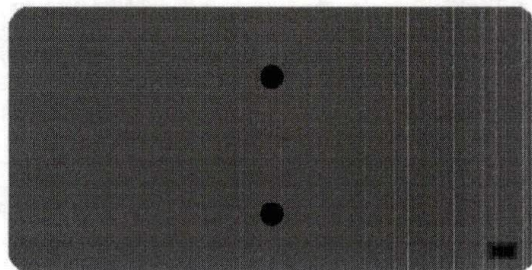
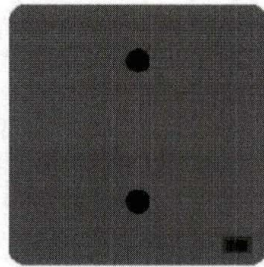
BID ITEM	MUTCD REFERENCE NO.	DELIVERY DAYS	QTY	UNIT	PROPOSED COST
36" X 50 YARD BLUE EC FILM		21	1	EA	
30" X 50 YARD GREEN EC FILM		21	1	EA	
36" X 50 YARD GREEN EC FILM		21	1	EA	
30" X 50 YARD RED EC FILM		21	1	EA	
30" X 50 YARD BROWN EC FILM		21	1	EA	
30" X 100 YARD R. TAPE CLEAR CHOICE AT75		21	1	EA	
ALUM BLANK 6" X 12" .080 H.REG		21	1	EA	
ALUM BLANK 6" X 18" .080 H.REG		21	1	EA	
ALUM BLANK 6" X 24" .080 H.REG		21	1	EA	
ALUM BLANK 6" X 30" .080 H.REG		21	1	EA	
ALUM BLANK 6" X 36" .080 H.REG		21	1	EA	
ALUM BLANK 9" X 12" .080 H.REG		21	1	EA	
ALUM BLANK 9" X 18" .080 H.REG		21	1	EA	
ALUM BLANK 9" X 24" .080 H.REG		21	1	EA	
ALUM BLANK 9" X 30" .080 H.REG		21	1	EA	
ALUM BLANK 9" X 36" .080 H.REG		21	1	EA	
ALUM BLANK 12" X 18" .080 H.REG		21	1	EA	
ALUM BLANK 12" X 24" .080 H.REG		21	1	EA	
ALUM BLANK 12" X 30" .080 H.REG		21	1	EA	
ALUM BLANK 12" X 36" .080 H.REG		21	1	EA	
ALUM BLANK 18" X 24" .080 H.REG		21	1	EA	
ALUM BLANK 24" X 24" .080 H.REG		21	1	EA	
ALUM BLANK 24" X 30" .080 H.REG		21	1	EA	
ALUM BLANK 24" X 36" .080 H.REG		21	1	EA	
ALUM BLANK 30" X 30" .080 H.REG		21	1	EA	
ALUM BLANK 36" X 36" .080 H.REG		21	1	EA	
ALUM BLANK STOP SIGN 30" X 30" .080 H.REG		21	1	EA	

BID ITEM	MUTCD REFERENCE NO.	DELIVERY DAYS	QTY	UNIT	PROPOSED COST
2" X 2" X 7' 14 GA GALV SQUARE POST - 7/16" HOLES, 1" CENTERS ALL 4 SIDES LENGTH OF POST		21	1	EA	
2" X 2" X 10' 14 GA GALV SQUARE POST - 7/16" HOLES, 1" CENTERS ALL 4 SIDES LENGTH OF POST		21	1	EA	
2" X 2" X 12' 14 GA GALV SQUARE POST - 7/16" HOLES, 1" CENTERS ALL 4 SIDES LENGTH OF POST		21	1	EA	
2.25" X 2.25" X 3' 12 GA GALV SQUARE POST 7/16" HOLES, 1" CENTER ALL 4 SIDES LENGTH OF POST		21	1	EA	
2.5" X 2.5" X 1.5' DIRECTIONAL SOIL STABILIZING SLEEVE		21	1	EA	
2.25" WING SLEEVE WITH 12" X 13" SOIL BEARING WING		21	1	EA	
6' GREEN U-CHANNEL SIGN POST		21	1	EA	
8' GREEN U-CHANNEL SIGN POST		21	1	EA	
10' GREEN U-CHANNEL SIGN POST		21	1	EA	
BOLT ON SOIL STABILIZER		21	1	EA	
FLAT BLADE 90° CROSS BRACKET		21	1	EA	
EXTRUDED BLADE 90° CROSS BRACKET		21	1	EA	
FLAT BLADE 45° CROSS BRACKET		21	1	EA	
EXTRUDED BLADE 45° CROSS BRACKET		21	1	EA	
100 COUNT - 5/16" MEDIUM CORNER BOLT THROUGH 2.5"		21	1	EA	
100 COUNT - 5/16" FLANGE NUT USED W/ CORNER BOLTS		21	1	EA	
100 COUNT - 3/8" ALUMINUM SHELL/STEEL PIN DRIVE RIVET W/ WASHER		21	1	EA	
42" REFLECTIVE CHANNELIZER CONE W/ 10 LB BASE		21	1	EA	
42" REFLECTIVE CHANNELIZER W/ RUBBER BASE		21	1	EA	
24" X 24" REFLECTIVE STOP SLOW PADDLE		21	1	EA	
24" X 24" REFLECTIVE STOP SLOW PADDLE W/ 5FT STAFF		21	1	EA	
24" X 24" REFLECTIVE STOP SLOW PADDLE W/ 6FT STAFF		21	1	EA	
36" X 36" REFLECTIVE ROLL-UP SIGNS - ALL TYPES		21	1	EA	
2200D TRAFFIX SIGN STAND		21	1	EA	
4IN TEMPORARY REMOVABLE TAPE - YELLOW		21	1	LF	
4IN TEMPORARY REMOVABLE TAPE - WHITE		21	1	LF	
6IN TEMPORARY REMOVABLE TAPE - BLACK		21	1	LF	

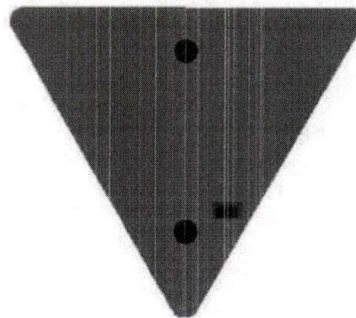
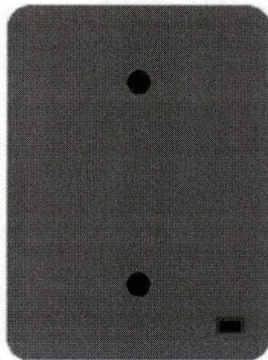
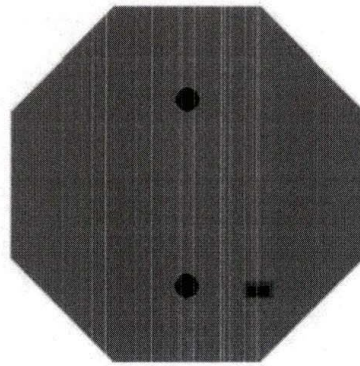
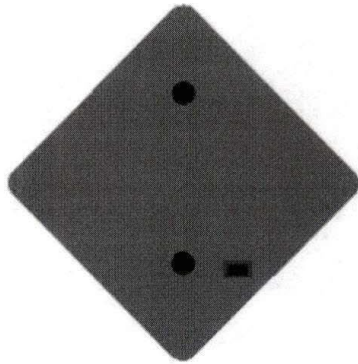
One Sign Post



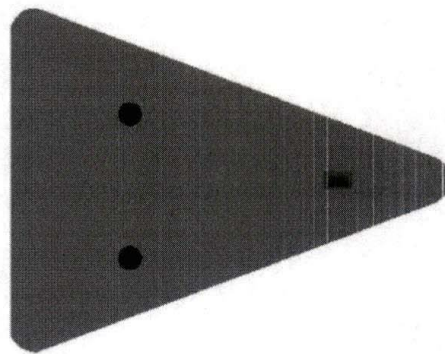
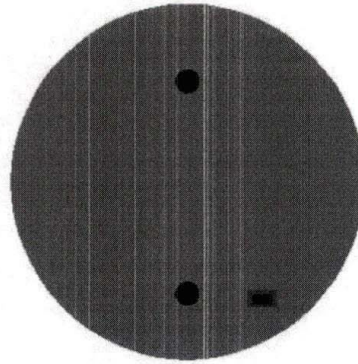
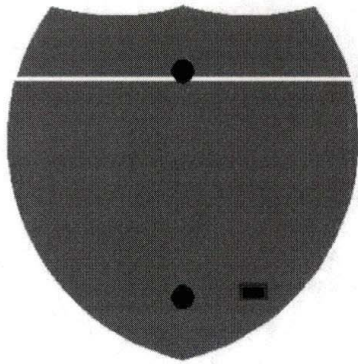
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2" Wide Post



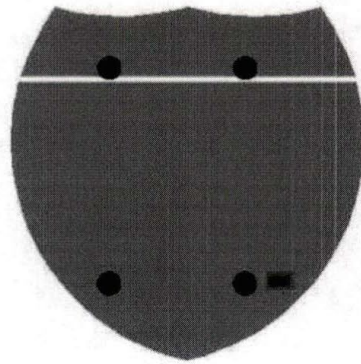
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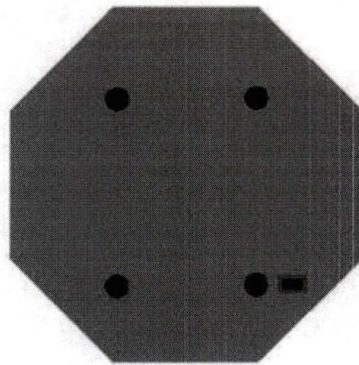
One Sign Post



Double Sign Post

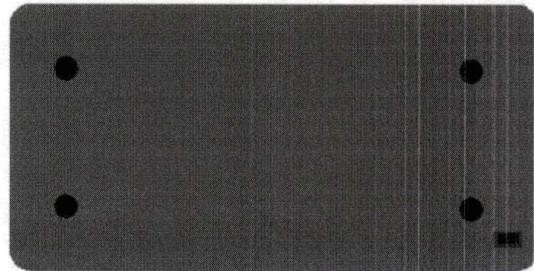


Interstate
Shield



48" Stop

2 Post Signs



↑
2" Wide Post

