

# VENDOR CONTRACT

Between Texas Road and Sign Supply and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Grounds Maintenance

CONTRACT NUMBER 5111915

## General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

## Terms and Conditions

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

### Contracts

**All contracts and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **Assignments of contracts**

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

### **Renewal of Contracts**

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

### **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## **Pricing**

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

## **Participation Fees**

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

## **Indemnity**

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

**Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

**Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

#### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

#### **Form of Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

#### **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

### **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

### **Site Requirements (when applicable to service or job)**

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Smoking**

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

### **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

**Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

**Supplemental agreements**

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

**Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

**Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.



## **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

## **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

## **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

## **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

## **Support Requirements**

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

## Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
- **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

---

Check one of the following responses to the General Terms and Special Terms and Conditions:

We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:

All Products a shipped Prepaid, Freight is added to invoice,

F.O.B. McKinney, Texas 75070

# CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Texas Road and Sign Supply

Mailing Address: P.O. Box 6011

City: McKinney

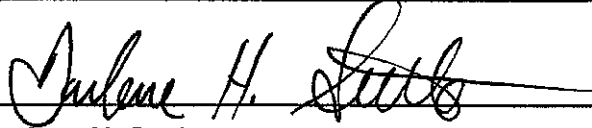
State: Texas

Zip: 75071

Telephone Number: (866) 746-7477

Fax Number: (866) 746-7477


Email Address: darlenesettle@att.net

Authorized Signature: 

Printed Name: Darlene H. Settle

Position: Owner

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

 11-19-2015  
TIPS Authorized Signature Date

 11-19-2015  
Approved by Region VIII ESC Date

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Kim Thompson Coordinator of Office Operations	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	Kim.Thompson@tips-usa.com	Contact	Kim Thompson, Office Manager	Contact
Phone	(903) 575-2608			Department
Fax	(866) 929-4402			Building
Bid Number	5111915	Department		Floor/Room
Title	Grounds Maintenance	Building		Telephone
Bid Type	RFP			Fax
Issue Date	09/01/2015	Floor/Room		Email
Close Date	10/9/2015 3:00:00 PM CT	Telephone	+1 (866) 839-8477	
Need by Date		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company Texas Road and Sign Supply  
 Address P.O. Box 6011  
 McKinney, TX 75071

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (866) 746-7477  
 Fax 1 (866) 746-7477  
 Email  
 Submitted 10/9/2015 10:05:09 AM CT  
 Total \$0.00

Signature Darlene Settle

Email darlenesettle@att.net

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Texas Road and Sign Supply stocks Quality Products at competitive prices. We stock Regulatory Signs, Street Name Signs, Posts, Post Drivers, Hardware, Delineators, Object Markers, Cones, Barricades, Barricade Lights, Pavement Markers, Vehicle Lights, Parking Lot Supplies, Safety Equipment, Safety Clothing, Job Site Lighting, Sign Machine Supplies, Dust Control Products, Road Stabilizers, Asphalt Removers, Asphalt Bed Release and Soil Wetting Agents. Call us 24 hours a day/7 days a week/365 days per year. We are available for your construction and grounds Personnel.
6	Primary Contact Name	Primary Contact Name	Darlene Settle
7	Primary Contact Title	Primary Contact Title	Owner
8	Primary Contact Email	Primary Contact Email	darlenesettle@att.net
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8667467477
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8667467477
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	4692615049
12	Secondary Contact Name	Secondary Contact Name	Larry Settle
13	Secondary Contact Title	Secondary Contact Title	Sales Consultant
14	Secondary Contact Email	Secondary Contact Email	larrysettle48@att.net
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9728772889
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8667467477
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	9728772889
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Darlene Settle
19	Admin Fee Contact Email	Admin Fee Contact Email	darlenesettle@att.net

20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8667467477
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Darlene Settle
22	Purchase Order Contact Email	Purchase Order Contact Email	darlenesettle@att.net
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8667477477
24	Company Website	Company Website (Format - www.company.com)	www.texasroadandsignsupply.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	461822516
26	Primary Address	Primary Address	470 Adriatic Parkway #1401
27	Primary Address City	Primary Address City	McKinney
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	75070
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Road Construction, Dust Suppressants, Road Stabilizers, Road Signs, Construction Signs
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	McKinney
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)

39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	5
44	Years Experience	Company years experience in this category?	35
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
46	Prices are guaranteed for?	(___Month(s), ___ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term pf Contract



---

Line Items

---

Response Total: \$0.00

---

**References**

**\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Wise County Texas	Decatur	Texas	Commissioner Kevin Burns	(940) 393-9820
Scurry County	Snyder	Texas	Road and Bridge Supt. Paz Elizondo	(325) 207-6886
Milam County	Cameron	Texas	Commissioner Don Shuffield	(254) 697-1018
Hale County	Plainview	Texas	Commissioner Harold King	(806) 292-4043
Lubbock County	Lubbock	Texas	Road Supt. Ricky Tadlock	(806) 549-8060



Applying *DC Concentrate*

# Dust Control Concentrate



Dust from Traffic

*When you see dust coming up from your roads, you're really seeing dollars thrown to the wind.*

**One vehicle driving an untreated road once per day for 365 days per year displaces over 1 ton (2,000 lbs.) of dust onto the sides of the road at a distance of up to 400 yards. How much road material do you loose on your Roads?**

Road dust is made up of fine particles that are important to the stability of the road. These fines are small and feel like powder when rubbed between your fingers. When fines blow away, the gravel road begins to break down. Traffic scatters the coarser aggregate, causing potholes, ruts, washboards, loss of profile, loss of ditch lines, and other problems. Wetting with a water solution helps the road surface helps to keep dust-related problems in check. Moisture helps fines adhere to each other and to aggregates, allowing for optimum compaction.

**The trick is to keep the road moist. Here is our solution for this problem.**

DC Concentrate absorbs water vapor from the air and liquid water from the road bed. In addition, DC Concentrate solutions attract more moisture to the road than they give up in evaporation. The road remains dense and compact under almost any level of traffic because DC Concentrate keeps materials on the road by keeping moisture in the road, even during hot, dry times, and sweltering days.

### DC Concentrate is generally sprayed as Shipped

Apply at a rate of **1/2 gallon** of solution per surface square yard. Simply scarify the road surface **1-2" deep** to cut out rub boards and pot holes and apply **1/2 gallon of water** per surface square yard before we apply the DC Concentrate solution.

*We apply product with our trucks, you just need to add more water after our application (if needed) Shape the road surface and pack after application of solution.*

We also package DC Super Concentrate in 330 Gallon Totes for use in your trucks, Simply mix DC Super Concentrate with up to **5 parts water** in your water truck. Add **1/4 Gallon of Booster** to enhance penetration of DC Super Concentrate into the road surface Apply this DC Super Concentrate Solution to 4,000 Surface Square Yards. *(Enough to treat approximately .4 mile of road 17-18 Ft. Wide or 3/4 Acre)*

As soon as DC Concentrate enters a road, it's attracted to negatively charged soil particles, such as clays, which help resist leaching. DC Concentrate may move deeper into the base during wet weather but will rise toward the surface during dry spells. An unpaved road stabilized with DC Concentrate retains a smooth dustless surface. The moisture retained keeps the surface plastic enough so fines can migrate into gaps formed between aggregates under the varying pressure of car and truck traffic.

**In short, DC Concentrate does the following:**

- \*Reduces the amount of gravel needed in construction and maintenance, \*Extends the service life of the gravel-wearing course, \*Decreases blading and shaping, \*Serves as a viable cost-effective alternative to an asphalt surface treatment, \*Controls dust and reinforces stabilization, \*Improves roads when used over time.

Texas Road and Sign Supply  
P.O. Box 6011, McKinney, Texas 75071  
\*866-746-7477



# Technical Data

## D.C. Concentrate

### What is D.C. Concentrate?

D.C. Concentrate is a proprietary blend of Magnesium Chloride, Calcium Chloride and other trace minerals... The contents of minerals are as follows:

Density: 10.28 to 10.35 lbs. /gallon

Bromide	0.04%
Magnesium Chloride	33.01%
Calcium	0.86%
Potassium	.30%
Manganese	.02%
<b>TOTAL SALTS</b>	<b>34.23%</b>

Plus wetting agents

### How does D.C. Concentrate Work?

When Mixed with Water @ a 20% solution, D.C. Concentrate is a desiccant that when mixed into a substrate (Road surface) absorbs more than 3 times its weight in water. This keeps the surface of the road damp and prevents dusting. Natural evaporation during the daytime from sun and wind occurs and the product becomes less effective holding moisture, thus allowing some dusting to occur. Adding moisture during the afternoon hours will help rehydrate the substrate and help prevent more dusting.

The more D.C. Concentrate is applied the ability of the substrate to absorb more moisture is enhanced. Not only does the substrate absorb more moisture it allows the material to be packed forming a denser substrate, thus the road base will support heavier loads without breaking down during wet conditions.



ONLY THE BEST...FROM TRAFFIC SAFETY  
TO DUST CONTROL PRODUCTS

# Technical Data

## What causes D.C. Concentrate to not be effective?

When dealing with road materials and dry, hot weather conditions, road materials tend to dry out because moisture is evaporated at an alarming rate. During Hot days of 90° or more, evaporation rates are up to 1/2"-1" of moisture per day. However, add winds of 20-30 mph and evaporation rates increase dramatically to at least double that amount. D.C. Concentrate is still in the substrate and is available when more moisture appears thru rain, morning dew, or manual watering. To maintain moisture levels requires applications of water on hot windy days.

## Other causes for D.C. Concentrate to not be effective?

Additional dust comes from material hauled from the pit that falls off haul trucks that continually pulverize rock into dust. This additional material needs to be treated with additional D.C. Concentrate. Also, during extreme wet seasons the D.C. Concentrate will eventually leach from the substrate and need to be replaced.

## Conclusion

D.C. Concentrate is a product that helps control fugitive dust but will not eliminate dust completely. Utilizing a hydrocarbon (Emulsions, etc.) that is applied to the roads will control dust more effectively for a longer term, but, with the expense of utilizing /Asphalts/oils can be a huge deciding factor in not applying to haul roads. Asphalt will eliminate dusting from the road base materials. However, neither of these solutions will stop dust from being dropped off of haul trucks and the heavy loads from pulverizing dropped materials, thus creating additional dust. The inexpensive costs of D.C. Concentrate give customers the opportunity to control fugitive dust without spending excessively on dust suppressant products. Although D.C. Concentrate cannot stop dust in dry and low humidity conditions, it does allow operators to apply water with less frequency than untreated roads.





\*MATERIAL SAFETY DATA SHEET\*

PAGE 1 OF 2

MEDICAL EMERGENCY ONLY: 1-800-255-3924  
CONTRACT NUMBER: MIS0003698

Texas Road and Sign  
2309 Bentley Court, McKinney, Texas 75070

PRODUCT INFORMATION: 1-866-746-7477

DATE OF ISSUE: 8-1-11

=====

1.0 IDENTIFICATION / HAZARD RATING: LEAST - 0 SLIGHT - 1 MODERATE - 2  
HIGH - 3 EXTREME - 4

1.1 PRODUCT NAME: CHARTER DC CONCENTRATE  
1.2 PRODUCT TYPE: DUST SUPPRESSANT & SOIL BINDING AGENT ADDITIVE WITH POLYER  
1.3 HMIS RATING: HEALTH - 1 FIRE - 0 REACTIVITY - 0  
(SEE SECTION 7 FOR ADDITIONAL INFORMATION)

2.0 HAZARDOUS COMPONENTS /

	TLV (MG/M3)		
	%	PEL	OTHER
2.1 ALCOHOLS, C9-11,ETHOXYLATED CAS: #68439-46-3	5-10	NONE	N/A
2.2 CALCIUM DICHLORIDE, ANHYDROUS CAS: #10043-52-4	5-10	NONE	N/A
2.3 D-GLUCOHEPTONIC ACID SODIUM SALT CAS: #31138-65-5	5-10	NONE	N/A
2.4 MAGNESIUM CHLORIDE CAS #7786-30-3	35-50	N/A	N/A

THIS PRODUCT CONTAINS NO OTHER COMPONENT CONSIDERED HAZARDOUS  
ACCORDING TO THE CRITERIA OF 29 CFR 1910.1200.

3.0 PHYSICAL DATA /

3.1 APPEARANCE AND ODOR: BROWN LIQUID WITH SLIGHT SWEET ODOR.  
3.2 SOLUBILITY IN WATER: COMPLETE  
3.3 Ph: 1% = 7.5 TO 8.5  
3.4 BOILING POINT: 212 DEG. F SPECIFIC GRAVITY: 1.30 WATER = 1  
3.5 VAPOR DENSITY: SAME AS WATER EVAPORATION RATE: SAME AS WATER

4.0 FIRE AND EXPLOSION DATA /

4.1 SPECIAL FIRE HAZARDS: NONE  
4.2 FIRE FIGHTING METHODS: STANDARD AGENTS  
4.3 FLASH POINT: NONE  
4.4 FLAMMABLE LIMITS - LOWER: NONE UPPER: NONE

5.0 REACTIVITY DATA /

5.1 STABILITY: STABLE UNDER NORMAL CONDITIONS OF HANDLING.  
5.2 CONDITIONS TO AVOID: ACID AND STRONG OXIDIZING AGENTS.

6.0 SPILL OR LEAK PROCEDURES / USE PROPER PROTECTIVE EQUIPMENT

6.1 CLEANUP: MAXIMIZE VENTILATION. DIKE OR DAM LARGE SPILLS. RECOVER IF  
POSSIBLE. ADD ADSORBENT MATERIAL TO SOAK UP LIQUID. RINSE AREA  
THOROUGHLY WITH WATER.  
6.2 WASTE DISPOSAL: CONSULT STATE AND LOCAL AUTHORITIES FOR RESTRICTIONS ON  
DISPOSAL OF CHEMICAL WASTE.

UNK = UNKNOWN AT THIS TIME PEL = PERMISSIBLE EXPOSURE LIMIT  
TLV = THRESHOLD LIMIT VALUE STEL = SHORT TERM EXPOSURE LEVEL  
C = CEILING LIMIT, NOT TO BE EXCEEDED

=====

7.0 HEALTH HAZARD DATA /

7.1 EFFECTS OF OVEREXPOSURE:

EYES: CAUSES IRRITATION, LOSS OF NATURAL LUBRICATION.

SKIN: PROLONGED CONTACT MAY CAUSE DEFATING OF SKIN.

IF SWALLOWED: HARMFUL IF SWALLOWED.

-----

8.0 FIRST AID /

8.1 EYES: FLUSH EYES IMMEDIATELY WITH PLENTY OF COOL RUNNING WATER. REMOVE CONTACT LENSES. CONTINUE FLUSHING FOR 15 MINUTES HOLDING EYE LIDS OPEN.

8.2 SKIN: FLUSH SKIN WITH PLENTY OF COOL RUNNING WATER. WASH THOROUGHLY WITH SOAP AND WATER.

8.3 IF SWALLOWED: RINSE MOUTH; THEN DRINK 1 OR 2 LARGE GLASSES OF WATER. DO NOT INDUCE VOMITING. NEVER GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON.

IF SWALLOWED OR IN CASE OF PERSISTENT EYE OR SKIN IRRITATION,  
CALL A POSION CONTROL CENTER OR PHYSICIAN IMMEDIATELY.

-----

9.0 SPECIAL PROTECTION INFORMATION /

9.1 EYES: SPLASHPROOF GLASSES.

9.2 SKIN: RUBBER GLOVES

-----

10.0 ADDITIONAL INFORMATION/PRECAUTIONS /

10.1 DOT CLASS: NON-REGULATED

KEEP OUT OF REACH OF CHILDREN

THE ABOVE INFORMATION IS BELIEVED TO BE CORRECT WITH RESPECT TO THE FORMULA USED TO MANUFACTURE THE PRODUCT. AS DATA, STANDARDS AND REGULATIONS CHANGE, AND CONDITIONS OF USE AND HANDLING ARE BEYOND OUR CONTROL, NO WARRANTY, EXPRESS OR IMPLIED, IS MADE AS TO THE COMPLETENESS OR CONTINUING ACCURACY OF THIS INFORMATION.





# Road Kill

*Binding Agent/Dust Suppressant*

40 +  
Years  
Working  
With



Counties



Keep  
Your  
Gravel  
On the  
Road  
Not in  
The  
Ditch!!

NON-CORROSIVE      NON-TOXIC

REDUCES DUST **AS MUCH AS 60%**

**SIMPLY MIX WITH WATER...1 gallon with 80 gallons of water...Scarify Road Surface 4-6" deep to cut out Rub Boards & Pot Holes....Pre-Wet Surface with water to bring moisture to 6-8%....Apply 800 gallons of Road Kill Solution per 1/10 of a mile starting from the center of the road to the sides. Blend by moving material from side to side...Bring over material in 2-3" lifts. Pack the lift with a sheep's foot compactor or a pneumatic roller...walk the packer out of the material...adding additional water to keep the material to optimum moisture...keep compacting the road surface to pack the loose material down. For heavy traffic area's it is advisable to scarify 8" deep and add more Road Kill Solution, this will improve Road Base Strength and help reduce the Plasticity Index of Clay Soils.**

Helps control dust on any type of road surface: Gravel, Clay, Caliche, Shale, Limestone, or powdery fine dusty roads. Bonds the dust particles together...Does not cause slick road surfaces...Reduces Plasticity Index and binds the Road materials together creating a hard driving surface.

**Non Corrosive, Safe for the Environment (Not harmful to animals, fish, wildlife and humans),  
Non Toxic, will not harm Personnel, Vehicles or Equipment!!**

**Call 866-746-7477**





\*MATERIAL SAFETY DATA SHEET\*

PAGE 1 OF 2

MEDICAL EMERGENCY ONLY: 1-800-255-3924  
CONTRACT NUMBER: MIS0003698

Texas Road and Sign Supply &  
ROYAL CUSTOM PRODUCTS, INC.  
4844 ALMOND STREET  
DALLAS, TX 75247

PRODUCT INFORMATION: 1-214-630-4386  
DATE OF ISSUE: 3-22-10

1.0 IDENTIFICATION / HAZARD RATING: LEAST - 0 SLIGHT - 1 MODERATE - 2  
HIGH - 3 EXTREME - 4

1.1 PRODUCT NAME: ROAD KILL PLUS  
1.2 PRODUCT TYPE: DUST SUPPRESSANT & SOIL BINDING AGENT WITH ORGANIC POLYMER  
1.3 HMIS RATING: HEALTH - 2 FIRE - 0 REACTIVITY - 0  
(SEE SECTION 7 FOR ADDITIONAL INFORMATION)

2.0 HAZARDOUS COMPONENTS / TLV (MG/M3)  
% PEL OTHER  
2.1 NONE

THIS PRODUCT CONTAINS NO OTHER COMPONENT CONSIDERED HAZARDOUS  
ACCORDING TO THE CRITERIA OF 29 CFR 1910.1200.

3.0 PHYSICAL DATA /

3.1 APPEARANCE AND ODOR: CLEAR LIGHT BLUE LIQUID WITH NO ODOR.  
3.2 SOLUBILITY IN WATER: COMPLETE  
3.3 Ph: 1% = 9.5 TO 8.5  
3.4 BOILING POINT: 212 DEG. F SPECIFIC GRAVITY: 1.27 WATER = 1  
3.5 VAPOR DENSITY: SAME AS WATER EVAPORATION RATE: SAME AS WATER

4.0 FIRE AND EXPLOSION DATA /

4.1 SPECIAL FIRE HAZARDS: NONE  
4.2 FIRE FIGHTING METHODS: STANDARD AGENTS  
4.3 FLASH POINT: NONE  
4.4 FLAMMABLE LIMITS - LOWER: NONE UPPER: NONE

5.0 REACTIVITY DATA /

5.1 STABILITY: STABLE UNDER NORMAL CONDITIONS OF HANDLING.  
5.2 CONDITIONS TO AVOID: ACID AND STRONG OXIDIZING AGENTS.

6.0 SPILL OR LEAK PROCEDURES / USE PROPER PROTECTIVE EQUIPMENT

6.1 CLEANUP: MAXIMIZE VENTILATION. DIKE OR DAM LARGE SPILLS. RECOVER IF  
POSSIBLE. ADD ADSORBENT MATERIAL TO SOAK UP LIQUID. RINSE AREA  
THOROUGHLY WITH WATER.  
6.2 WASTE DISPOSAL: CONSULT STATE AND LOCAL AUTHORITIES FOR RESTRICTIONS ON  
DISPOSAL OF CHEMICAL WASTE.

UNK = UNKNOWN AT THIS TIME PEL = PERMISSIBLE EXPOSURE LIMIT  
TLV = THRESHOLD LIMIT VALUE STEL = SHORT TERM EXPOSURE LEVEL  
C = CEILING LIMIT, NOT TO BE EXCEEDED

=====

7.0 HEALTH HAZARD DATA /

7.1 EFFECTS OF OVEREXPOSURE:

EYES: CAUSES SEVER BURNS, LOSS OF NATURAL LUBRICATION.

SKIN: PROLONGED CONTACT MAY CAUSE SEVER BURNS.

IF SWALLOWED: HARMFUL IF SWALLOWED.

-----

8.0 FIRST AID /

8.1 EYES: FLUSH EYES IMMEDIATELY WITH PLENTY OF COOL RUNNING WATER. REMOVE CONTACT LENSES. CONTINUE FLUSHING FOR 15 MINUTES HOLDING EYE LIDS OPEN.

8.2 SKIN: FLUSH SKIN WITH PLENTY OF COOL RUNNING WATER. WASH THOROUGHLY WITH SOAP AND WATER.

8.3 IF SWALLOWED: RINSE MOUTH; THEN DRINK 1 OR 2 LARGE GLASSES OF WATER. DO NOT INDUCE VOMITING. NEVER GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON.

IF SWALLOWED OR IN CASE OF PERSISTENT EYE OR SKIN IRRITATION,  
CALL A POSION CONTROL CENTER OR PHYSICIAN IMMEDIATELY.

-----

9.0 SPECIAL PROTECTION INFORMATION /

9.1 EYES: SPLASHPROOF GLASSES, GOGGLES OR FACE SHIELD.

9.2 SKIN: RUBBER GLOVES

-----

10.0 ADDITIONAL INFORMATION/PRECAUTIONS /

10.1 DOT CLASS: NON-REGULATED

KEEP OUT OF REACH OF CHILDREN

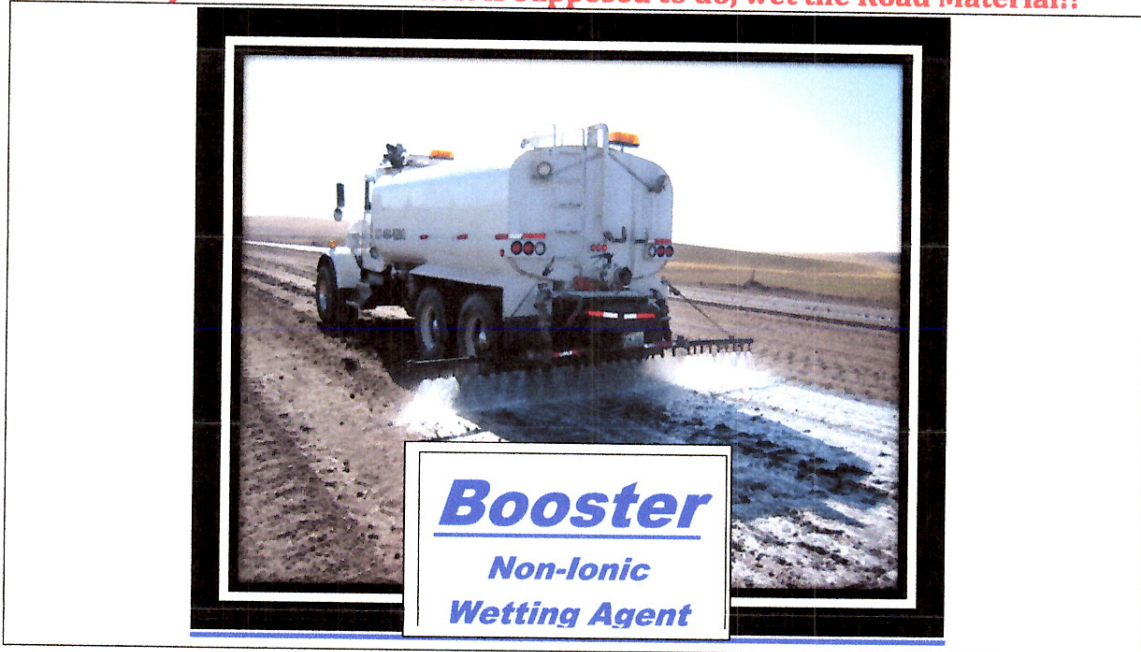
THE ABOVE INFORMATION IS BELIEVED TO BE CORRECT WITH RESPECT TO THE FORMULA USED TO MANUFACTURE THE PRODUCT. AS DATA, STANDARDS AND REGULATIONS CHANGE, AND CONDITIONS OF USE AND HANDLING ARE BEYOND OUR CONTROL, NO WARRANTY, EXPRESS OR IMPLIED, IS MADE AS TO THE COMPLETENESS OR CONTINUING ACCURACY OF THIS INFORMATION.



This product will save you money when watering your roads.

Improves wetting of the road materials by over 300%.

**Makes your water do what it is supposed to do, wet the Road Material!!**



**Increases the absorption rate of Water (H<sup>2</sup>O) into a dry surface by more than 300%.**

**\*Reduces amount of needed H<sup>2</sup>O to wet the roads**

**\*Reduces fuel costs\*Reduces amount of time spent watering roads**

**Equipment needed**

**Water Truck, Tankers**

**Use on any surface that is extremely dry to increase absorption**

**Booster is shipped as a super concentrate. Mix 1 gallon of Booster with 8-10,000 gallons of water, circulate for 10 minutes and apply to road surface.**

**If used on regular bases, dilution can be as much as 1 gallon per 12-15,000 gallons of water**



**ONLY THE BEST...FROM TRAFFIC SAFETY  
TO DUST CONTROL PRODUCTS**

**1-866-746-7477**