



INVITATION FOR SEALED BID

TAC 271

**Description: THERMOPLASTIC PAVEMENT MARKINGS
Department: PUBLIC WORKS**

NIGP Commodity Code(s): 550-36-48-000-0

Total pages including this page is 16

NOTE: FAXING OF BID WILL NOT BE ACCEPTED

Important Instruction – Read Carefully:

**If you have obtained these bid specifications from either of:
City of Tulsa's Fax-on-Demand (918-596-1171) or
City of Tulsa's Website : www.cityoftulsapurchasing.org**

**you must notify the buyer Darlene Donica of your intent to bid by
e-mail ddonica@ci.tulsa.ok.us in order to receive addenda. The buyer
will always acknowledge your e-mail for your records. All addenda
will be posted on fax-on-demand and the website.**

TABLE OF CONTENTS

Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarized required

Table of Contents		2
Invitation for Sealed Bid	(Note #1)	3
General Terms and Conditions		4
Interest Affidavit	(Note #2)	5
Bidder Affidavit	(Note #2)	6
Contractor Information Sheet		7
Summary Price Sheet		8-9
Specifications		10-16

Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.

GENERAL TERMS AND CONDITIONS OF SEALED BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

INTEREST AFFIDAVIT

STATE OF _____ }
 } ss
COUNTY OF _____ }

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

By _____
(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 19____.

NOTARY PUBLIC SIGNATURE

My Commission Expires:

The Interest Affidavit must be completed, signed by an authorized agent, and notarized.

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says
Authorized Agent

1. (s)he is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this _____ day of _____, 19_____.

Signature of Notary Public

MY COMMISSION EXPIRES

The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.

CONTRACTOR/BIDDER INFORMATION SHEET

**To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)**

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor Name: _____ Signature: _____ Date: _____

You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.

TAC 271

Annual renewable contract to furnish and install extruded, not-applied thermoplastic pavement markings in accordance with attached terms, conditions and specifications.

			<u>Unit Cost</u>	<u>Total Cost</u>
1.	110,000 L.F.	Traffic Stripe, 4" wide line (white thermoplastic)	\$ _____	\$ _____
2.	130,000 L.F.	Traffic Stripe, 4" wide line (yellow thermoplastic)	\$ _____	\$ _____
3.	500 ea.	Single arrow symbol	\$ _____	\$ _____
4.	10 ea.	Combination arrow symbol	\$ _____	\$ _____
5.	50 ea.	RR Crossing symbol	\$ _____	\$ _____
6.	30 ea.	"School" word message	\$ _____	\$ _____
7.	10,000 L.F.	Stripe removal, 4" wide painted line	\$ _____	\$ _____
8.	35,000 L.F.	Stripe removal, 4" wide plastic line	\$ _____	\$ _____
9.	25 ea.	Symbol removal, plastic arrow	\$ _____	\$ _____
10.	5 ea.	Symbol removal, plastic combo arrow	\$ _____	\$ _____
11.	10 ea.	Symbol removal, plastic word	\$ _____	\$ _____
12.	300 ea.	Pavement Marker removal	\$ _____	\$ _____
13.	500 ea.	Pavement Marker, 4" Class A, Type I, Installed (white and Yellow reflectors as required)	\$ _____	\$ _____
14.	100 ea.	Pavement Marker, 4" Class A, Type 2D, Installed (double Yellow reflectors)	\$ _____	\$ _____

15.	30 ea.	Bike symbol, Large (4' x 8')	\$ _____	\$ _____
16.	50 ea.	Bike symbol, Medium (2' x 4')	\$ _____	\$ _____
17.	30 ea.	Bike symbol, Small 3-M Tape (1' x 2')	\$ _____	\$ _____

- Quantities shown are estimated.
- No purchase to be made at this time
- Services to be provided as directed by the project engineer throughout the year

Refer questions to: Darryl D. French (918) 596-9753

TAC 271

THERMOPLASTIC PAVEMENT MARKINGS

PUBLIC WORKS DEPARTMENT

DESCRIPTION:

The purpose of this annual contract is to furnish and install extruded, hot-applied **Thermoplastic Pavement Markings** on various streets in the City of Tulsa for the Traffic Operations Section of the Public Works Department.

PROJECT ENGINEER:

Darryl D. French, City of Tulsa, Traffic Operations Section, Room 633,
200 Civic Center, Tulsa, OK 74103, Phone: 918-596-9744

GENERAL CONDITIONS:

1. Some locations will have existing water-based, painted lines to be removed where conflicting with the new thermoplastic installation.
2. Sand, debris, and dirt removal shall be included in other pay items. Contractor is advised to satisfy himself as to pavement conditions. Loose chips of thermoplastic compound shall be gathered and collected for removal from the roadway as a necessary part of cleanup of plastic removal.
3. All pavement markings shall consist of hot extruded thermoplastic compound in accordance to SEC. 855A of the Oklahoma Department of Transportation Specifications.
4. The minimum thickness of plastic lines shall be .120 inches.
5. 8-inch plastic lines shall be extruded in one pass with no seams. The edge of all lines shall be straight and square.
6. Restrictions on work during peak traffic periods may be imposed depending on specific site conditions. Typical restricted hours would be 7:00-8:30 a.m. and 4:00 – 6:00 p.m. Closure of more than one lane in each direction will require prior approval by the Project Engineer.
7. In addition to MUTCD construction signing standards the use of at least one arrow board and a special sign “HOT (WET) LINES DO NOT

CROSS" shall be required. The costs of these items shall be included in other pay items.

8. Contractor shall give 48-hour notice of intent to work on weekends.
9. Pavement marker removal shall be accomplished with only the minimum force necessary to break the bond of the adhesive material to the pavement (both asphalt and concrete). Reasonable care shall be used to avoid excessive damage to the roadway. The marker and all adhesives material shall be removed so as to prepare a level area adequate for thermoplastic installation and disposed of in a manner approve by the Project Engineer.
10. The 4" pavement marker supplied shall have a tempered reflector face(s) which is highly resistant to scratching and abrasive. (3-M SERIES 290 or equal). Installation of pavement markers shall consist of firmly inserting a marker into a 5" diameter bed of an approved adhesive compound (max. cooling time 20 sec.). Pavement surface must be clean and dry. Wire brush if necessary to remove loose dirt. Minimum acceptable thickness is three thirty-seconds of an inch unless specified otherwise by the manufacturer. Allow marker installation to set up so as not do displace under traffic.
11. Payment will be made on final quantities as determined by actual measurements taken by the Project Engineer.
12. A monthly progress report shall be submitted by the contractor including but not limited to the number of work days and estimated footage of striping.

SCOPE:

It is the intent during the contract period, as nearly as possible, to purchase all the requirements for the items bid from the firm(s) to which the contract is awarded. This does not include materials usplied under terms of a public improvement contract let for a specific project by the City.

BID PRICES:

Bid prices are to be firm for the duration of the contract.

CONTRACT:

The successful bidder will be required to enter into a contract with the City of Tulsa within ten (10) days after submission of same.

The terms of the contract shall be for a period of one (1) year beginning from the date it is executed by the City of Tulsa. The contract shall be renewable, with the consent of both parties, for two (2) successive one (1) year periods.

ASSIGNMENT:

The successful bidder shall not sell, sublet, or assign this agreement or any portion thereof to any person or persons, except upon the written approval of the City of Tulsa.

The contractor shall comply with all applicable governmental laws and regulations.

AMERICAN WITH DISABILITIES ACT:

Bidder shall take the necessary actions to ensure its facilities and employment practices are in compliance with the applicable requirements of the Americans with Disabilities Act. Any costs of such compliance will be the sole responsibility of Bidder.

OTHER APPLICABLE LAWS:

Any provisions required to be included in a contract of this type by any applicable and valid Federal, State or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

INSURANCE REQUIREMENTS:

General Liability:

The City of Tulsa shall not be held liable or responsible for any accident, loss, assault, battery, defamation, false arrest, false imprisonment, invasion of privacy, intentional or negligent infliction of emotional distress, injury (including death), or damages happening or occurring during the term of the performance of the work to persons and/or property, and the Contractor shall fully indemnify and protect the City from and against the same. In addition to the liability imposed by law on the Contractor for damage or injury (including death) to persons or property suffered or any of his subcontractors or anyone directly or indirectly employed by premises while in control of the Contractor or any of his subcontractors or anyone directly or indirectly employed by either of them or arising in any way from the work called for in this bid.

Liens:

Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action of suits of whatever nature arising out of the services, labor and materials furnished by the Contractor or his subcontractors under the scope of this bid and from all laborer's, materialmen's and mechanics' liens upon the real property upon which the work is located or any property of the City of Tulsa.

Premiums:

Premium on all insurance policies shall be paid by the Contractor and shall be deemed included in his service agreement unless otherwise specified.

Insurance Requirements:

The contractor, and any subcontractors, shall carry and keep in force during the term of the contract policies of public liability insurance including any contractual liability assumed under the contract in the minimum amounts set forth below and workmen's compensation and employer's liability insurance in the amounts required by law. The contractor shall also furnish an owner's protective policy in the same amounts with the City of Tulsa as the named assured by the same insurance company as the insurer of contractor's liability coverage.

Personal Injury, each person	\$	100,000
Personal Injury, each occurrence	\$	1,000,000
Property Damage, each person	\$	25,000
Property Damage, each occurrence	\$	100,000

BONDS:

Within then (10) days following the award of the contract, the successful bidder will be required to execute and furnish and Oklahoma Statutory Surety Bond guaranteeing that the contractor will pay all indebtedness for materials and labor furnished in the performance surety bond in amount of **\$5,000.00** guaranteeing the proper and prompt completion of the work in accordance with the provisions, requirements, terms and conditions of the contract.

Performance bonds and/or evidence of insurance required of the successful bidder on this bid solicitation must be delivered to:

**Legal Department – City of Tulsa
200 Civic Center, Room 316
Tulsa, OK 74103**

Each performance bond or insurance certificate MUST BE IDENTIFIED WITH BID REQUEST NUMBER OF THIS BID SOLICITATION.

RIGHT TO AUDIT:

Bidder fully understands that it is a condition of this bid to allow City to audit for goods, services, materials, and/or supplies provided to the City of Tulsa. Bidder agrees to provide timely access to its books and records on Bidder's premises upon reasonable request by City staff. Bidder further agrees that it shall provide City personnel reasonable access and such clerical assistance as City staff may require for

examination and audit of those portions of Bidder's books and records relating to the goods, services, materials, and/or supplies furnished to the City during the term of any contract between Bidder and City.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

- A. During the performance of this contract, the contractor agrees as follows:
 - 1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.
 - 2. The contractor, in all solicitations or advertisements for employment placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- B. The contractor will include the provision of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

ALTERING BIDS:

Bids cannot be altered or amended after submission deadline. **Any interlineation, alteration or erasure made** before opening time and date **must be initialed** by the signer of the bid, guaranteeing authenticity. Bids must be submitted in ink or typewritten. Penciling will not be accepted.

PRICING:

Bid prices, unless otherwise specified, must be net, including transportation and handling charges fully prepaid by vendor To destination and subject only to cash discount for prompt payment of invoice.

DELIVERY:

Delivery time must be stated in days in the appropriate spaces of the cover sheet. Indefinite terms such as "promptly", "without delay", etc., will not be given consideration. Failure to indicate delivery time shall be cause for rejection of the bid.

BIDDER AFFIDAVITS:

Each bidder shall accompany their bid with a fully executed and notarized copy of the attached **Non-Collusion Affidavit** and the **Interest Affidavit**. Failure to do so may be cause for rejection of the bid.

PRICE ADJUSTMENT OPTION:

The price paid for a commodity under this contract shall not change during the term of this contract. However, if the bidder anticipates that it will not be able to maintain firm prices for any renewal period, a change in price may be allowed in a renewal of this contract if the following criteria are met:

- (1) The bidder includes a formula, to be used to calculate a change in price at the time of renewal, **in the bid for the initial contract**. Such formula shall be reasonable, objective and capable of measurement.
- (2) The contractor notifies the City, in writing, no later than 30 days prior to the expiration of the initial contract period, or any renewal period, of its intent to exercise the right to escalate or de-escalate prices under the contract. The notice shall include a calculation of the price increase or decrease requested including the formula used.

ADDENDA AND INTERPRETATIONS:

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Tulsa is not bound by any oral representations, clarifications or changes made in the written specifications by City of Tulsa employees unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

AWARD OF BID:

The bid shall be awarded to the firm whose proposal is responsive to the bid and is most advantageous to the City, considering the factors identified in the bid and Section 406E of Title 6, The Purchasing Ordinance set forth below:

406E. AWARD OF CONTRACT

1. Authority in the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. Bid Specifications may include a point system for evaluating the lowest secure bid. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:
 - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - c. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d. the quality of performance of previous contracts or services;
 - e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
 - h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award, and
 - j. the number and scope of conditions attached to the bid.
 - k. if a point system has been utilized in the bid specifications, the number of points earned by the bidder.