

City of Tulsa, Oklahoma

Page 1 of 22

NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

BID # 19-905

DESCRIPTION: Pre-Form Thermoplastic Pavement Markings

Use this checklist to ensure you have properly read and completed all Forms

(Commodity Code(s): 912-76; 550-36;)

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid (IFB) will be posted on the City's website at www.cityoftulsapurchasing.org or a hardcopy may be obtained at:

City of Tulsa-Purchasing Division 175 East 2nd Street, 15th Floor Tulsa Oklahoma 74103

Bids must be received no later than 5:00 PM (CST) on Wednesday May 22, 2019, and delivered to:

City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa Oklahoma 74103

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time will not be accepted and will be returned to the Bidder unopened.

The Bid Packet consists of (1) this Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications and (12) Exhibit A.

	Notice of Invitation for Bid
	Summary Sheet
	Form #1: Bidder Information Sheet. Must be completed.
	Form #2: Purchase Agreement. Complete legal name in first paragraph and Notice provision in Section 17.i. Original signature required.
	Form #3: Interest Affidavit. Original signature and notarization required.
	Form #4: Non-Collusion Affidavit. Original signature and notarization required.
	Form #5: Affidavit of Claimant. Original signature and notarization required.
	Form #6: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
	Instructions, Terms and Conditions for Bidders
	Special Requirements (Offer Period; Insurance and Bonding; References)
	Technical Specifications
rejected	Exhibit A: Bid Form including Delivery and Pricing. This is your Bid. It must be completed or your Bid will be

IMPORTANT NOTE: Write the Bid Number, Bid Description (as listed above), and Bid Opening Date on the lower left corner of the outside of your Bid envelope. You must return the entire <u>completed</u> Bid Packet.



Issued: May 2, 2019

City of Tulsa, Oklahoma

Page 2 of 22

SUMMARY SHEET

Project Buyer

If you have any questions or need additional information, contact the assigned Project Buyer:

Donny Tiemann, Buyer dtiemann@cityoftulsa.org

Include IFB19-905 on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include IFB 19-905 on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB. Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid or completing the Bid Packet.

Questions and concerns must be received no later than ten (10) days prior to the Bid Packet due date.

Issuing of Addenda

If you received the notice of this IFB from the City as a result of being registered to sell the commodity code(s) on this Bid, you should also receive notice of any addenda issued. If you are not registered with the City to sell the commodities listed herein, you must register as a supplier on the City of Tulsa Purchasing website (www.cityoftulsapurchasing.org) to receive notice of any addenda, or to receive notice of any future IFBs.

Pre-Bid Conference	
If a pre-Bid conference will be held for this IFB, information on that conference will be inserted below:	
Date Time Location	
Attendance at the Pre-Bid Conference is required to submit a Bid; however, Bidders may make arrangeme to attend via teleconference in some cases (contact the Project Buyer for details).	ents
Attendance is not required to submit a Bid.	
Bid Packet Submission	
The City requires two completed Bid packets: 1 Original and 1 Copy. Each must be clearly labeled on the from sheet indicating "Original" or "Copy". If a copy on electronic media is also required, the line below will be checkElectronic Copy also required.	
Responses to this Invitation for Bid must be made on the forms listed on page 1. The entire completed Bid Packet must be returned, or your Bid may be rejected. Do not take exception to any portion of this Bid Packet	t.

Bid Opening

All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.

Do not make any entries except where required. Do not insert any other documents into the Bid Packet.



Issued: May 2, 2019

City of Tulsa, Oklahoma

Page 3 of 22

FORM #1 BIDDER INFORMATION SHEET

ate of Organization:	* * * *
idder's Type of Legal Entity: (check one) () Sole Proprietorship () Partnership () Corporation () Limited Partnership	() Limited Liability Company () Limited Liability Partnership () Other:
dder's Address:	81198 **
Street	City State Zip Code
dder's Website Address:	Email Address:
les Contact:	Legal or Alternate Sales Contact:
me:	Name:
reet:	Street:
y:	City:
ate:	State:
none:	Phone:
XX:	Fax:



Issued: May 2, 2019

City of Tulsa, Oklahoma

Page 4 of 22

FORM #2 (Page 1 of 4) PURCHASE AGREEMENT

INSTRUCTIONS: This document **must** be properly signed and returned, or your Bid will be **rejected**. This form constitutes your offer and if accepted by the City of Tulsa will constitute the Purchase Agreement under which you are obligated to perform. Your signature on this document indicates you have read and understand these terms and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Seller").

WITNESSETH:

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following goods or services:

IFB19-905 Pre-Form Thermoplastic Pavement Markings

WHEREAS, Seller desires to provide such Goods and/or Services to City, acknowledges that this document constitutes Seller's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the City's Mayor, this document will become the Purchase Agreement for such Goods and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

- 1. **Documents Comprising the Agreement.** The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Form #1, Form #2, Form #3, Form #4, Form #5, Form #6, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Exhibit A and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous, and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
- 2. **Purchase and Sale.** Seller agrees to sell City the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
- 3. Irrevocable Offer. Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor/Mayor Pro Tem executes this Agreement accepting Seller's Bid. No City officer, employee or agent except the Mayor (or Mayor Pro Tem) has the authority to award contracts or legally obligate the City to any contract. Seller shall not provide any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City. If Seller provides any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City, such Goods and/or Services are provided at Seller's risk and City shall have no obligation to pay for any such Goods and/or Services.
- 4. **Term.** The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the Mayor/Mayor Pro Tem of the City of Tulsa and terminating one year from that date. Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Goods and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
- Warranties. Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Technical Specifications for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as **specified in the Technical Specifications**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
- 6. Warranty Remedies. City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.



Issued: May 2, 2019

City of Tulsa, Oklahoma

Page 5 of 22

FORM #2 (Page 2 of 4) PURCHASE AGREEMENT

- 7. Seller Bears Risk. The risk of loss or damage shall be borne by Seller at all times until the Acceptance of the Goods or Services by City.
- 8. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
- 9. Indemnification by Seller. Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
- 10. **No Insurance by City.** If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
- 11. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
- 12. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Bid and awards a contract to Seller based on such Bid, City shall not be bound to any exceptions, changes or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by City in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth in Section 1 above.
- 13. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
- 14. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If this Agreement is so terminated, City shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
- 15. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by City as part of Seller's Bid price when awarding the Bid.
- Right to Audit. The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three-year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
- 17. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.

To Seller:		
To CITY:	City Clerk	
TO CITT.	CITY OF TULSA, OKLAHOMA	
	175 E. 2 nd Street, Suite 260	
	Tulsa, Oklahoma 74103	
With a copy to:	Donny Tiemann, Buyer	
	175 E. 2 nd Street, 15 th Floor	
	Tulea OK 74103	

18. **Relationship of Parties**. The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding

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Issued: May 2, 2019

City of Tulsa, Oklahoma

Page 6 of 22

FORM #2 (Page 3 of 4) PURCHASE AGREEMENT

payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

- 19. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third-party beneficiary of this Agreement.
- 20. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
- 21. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
- 22. Headings. The headings used herein are for convenience only and shall not be used in interpreting this Agreement
- 23. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
- 24. **Governing Law And Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
- 25. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
- 26. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
- 27. **Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- 28. Interpretive Matters and Definitions. The following interpretive matters shall be applicable to this Agreement:
 - 28.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
 - 28.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
 - 28.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
 - 28.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
 - 28.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
- 29. **Equal Employment Opportunity.** Each bidder agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
- 30. Authority to Bind. The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.



City of Tulsa, Oklahoma Page 7 of 22

Issued: May 2, 2019

FORM #2 (Page 4 of 4) **PURCHASE AGREEMENT**

IMPORTANT NOTE: This document must be signed by the proper person as set forth in Instructions, Terms and Conditions for Bidders, paragraph 4. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS recited above.	WHEREOF, this Agreement has been	executed in multiple copies on the dat	tes set forth below to be e	effective during the period
		Seller Company Name:	+	
		<u>Sign Here</u> ▶	**	
ATTEST:		Printed Name:	1 * × 1	
	/ * */ + */	<u>Title:</u>	* * *	
Corporate Secretary		Date:		
			×	
Company Name/Address	ss [Please Print]	Address	City	State Zip Code
Telephone Number	13 角	ax Number	Email Address	
		CITY OF TULSA, OKLAHO a municipal corporation,	OMA,	
ATTEST:		By: Mayor	75/	
City Clerk	— <u> </u>	Date:		
APPROVED:				
Assistant City Attorney				



Issued: May 2, 2019

City of Tulsa, Oklahoma

Page 8 of 22

FORM #3

INTEREST AFFIDAVIT

STATE OF)			
COUNTY OF)			
	ther states that no or r more in the Bidde he following officers	s and/or employees of the City of Tulsa own an	irectly or titutes a
	By:Signature Title:		
Subscribed and sworn to before me this	day of	. 20	
Notary Public			
My Commission Expires:			
Notary Commission Number:			
County & State Where Notarized:			

The Affidavit must be signed by an authorized agent and notarized



Issued: May 2, 2019

City of Tulsa, Oklahoma

Page 9 of 22

FORM #4

NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF	1x * * * * * * * * * * * * * * * * * * *
COUNTY OF_)SS.)
l,(Seller	, of lawful age, being first duly sworn, state that:
1.	I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among 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.	I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3.	 Neither the Seller nor anyone subject to the Seller'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.
	By:
Subscribed and	sworn to before me thisday of, 20
Notary Public	
My Commission	Expires:
Notary Commis	sion Number:
County & State	Where Notarized:

The Affidavit must be signed by an authorized agent and notarized



Issued: May 2, 2019

City of Tulsa, Oklahoma

Page 10 of 22

FORM #5

AFFIDAVIT OF CLAIMANT

STATE OF	_)	
)ss.	
COUNTY OF), 1	
with the City of Tulsa will be true and correct supplied in accordance with the plans, specifurther states that (s)he has made no payme any public trust where the City of Tulsa is a	t. Affiant further s ifications, orders, ent directly or indi beneficiary, of mo which an invoice is	on oath, says that all invoices to be submitted pursuant to this agreement states that the work, services or material furnished will be completed or requests and/or contract furnished or executed by the affiant. Affiant irectly to any elected official, officer or employee of the City of Tulsa or of oney or any other thing of value to obtain payment of the invoice or procure is submitted. Affiant further certifies that (s)he has complied with all
		Company:
		Remit to Address: City, State Zip:
		Phone:
		Name (print):
		Title:
Subscribed and sworn to before me this	day of	, 20
Notary Public		
My commission expires: My commission number: County and State where notarized:		

The Affidavit must be signed by an authorized agent and notarized



Issued: May 2, 2019

City of Tulsa, Oklahoma

Page 11 of 22

FORM #6

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or incorporated into the Bid Packet and will become a part of any	amendments and understand that such addenda or amendments are resulting contract.
List Date and Title/Number of all addenda or amendments: (\	Write "None" if applicable).
/ * * /	RY3 XXX
/ * * /	3 × ×
/ * */ 5	X X
/**/ 18	7.798 **
*	*
*	*
	Sign Here ▶
	Signifiere
	Printed Name:
	Title:
	Date:



Issued: May 2, 2019

City of Tulsa, Oklahoma

Page 12 of 22

INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

- 1. **PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
- DEFINITIONS. The following terms have the following meanings when used in the documents comprising this Bid Packet.
 A. "Acceptance" with respect to a Bid shall mean the City's selection of a Bid, and award of a contract to the Bidder/Seller.
 - **B.** "Acceptance" with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean City's written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
 - **C.** "Addenda" "Addendum" or "Amendment(s)" shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.
 - **D.** "Authorized Agent" means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - Corporations the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, <u>and</u> (ii) a recent corporate secretary's certificate indicating the authority is still valid.
 - o General Partnerships any partner can sign to bind all partners.
 - Limited Partnerships the general partner must sign.
 - o Individuals no additional authorization is required, but signatures must be witnessed and notarized.
 - Sole Proprietorship the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
 - Limited Liability Company (LLC) The manager as named in the Operating Agreement can sign. Any person
 authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization
 with a certificate of the members indicating the authorization is still valid.

Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.

- **E.** "Bid" means the Seller's offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.
- **F.** "Bidder" means the legal entity which submits a Bid for consideration by City in accordance with the Invitation For Bid.
- **G.** "Bid Packet" consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11)Technical Specifications, and (12) Exhibit A.
- H. "Bid Submission Date" shall mean the last date by which the City will accept Bids for an Invitation For Bid.
- I. "City" shall mean the City of Tulsa, Oklahoma.
- J. "Days" shall mean calendar days unless specified otherwise.
- **K.** "Primary Seller" shall mean the Seller whose Bid City selected as the principal supplier of the Goods and/or Services required under this Agreement.
- **L.** "**Project Buyer**" shall mean the City's employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.
- **M.** "Purchasing Division or Office" shall mean the City of Tulsa's Purchasing Division, located at 175 East 2nd Street, Suite 865, Tulsa, Oklahoma 74103
- **N.** "Secondary Seller" shall mean the Seller whose Bid City selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.



Issued: May 2, 2019

City of Tulsa, Oklahoma

Page 13 of 22

- **O.** "Seller" shall mean the Bidder whose Bid City selected and awarded a contract.
- **P.** "You" or "Your" shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the City selected and awarded a contract.
- Q. "Website" shall mean the City of Tulsa's website for the Purchasing Division: www.cityoftulsapurchasing.org.
- 3. QUESTIONS REGARDING INVITATION FOR BID. Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than ten (10) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on City. At City's discretion, any information or clarification made to you may be communicated to other Bidders that notified City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and City refunded any payments made.
- **4. ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by City's Purchasing Division.
- 5. **EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.
- 6. ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID. City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City's Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City's Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
- 7. SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS. Unless the term "no substitute" is used, the City's references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. The City may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.

The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing contracts, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. City shall determine whether such items are acceptable as well as any proposed substitute.

All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.

- 8. PRICES/DISCOUNTS. Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.
- **9. DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.
- **10. TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.



City of Tulsa, Oklahoma

Page 14 of 22

11. BID SUBMISSION. The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Purchase Agreement) shall constitute a firm contract.

- A. <u>BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT.</u>
 THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS. AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.
- B. Sealed Bids may be either mailed or delivered, but must be received at:

City of Tulsa - Office of City Clerk

175 East 2nd Street, Suite 260

Tulsa, Oklahoma 74103

- **C.** Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.
- D. Late Bids will be rejected. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
 - 1. City Hall closed for business for part or all of the day on the date the response was due;
 - If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 - 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
- E. City will not accept faxed Bids, nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
- **F.** City is not responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
- **G.** All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
- **H.** If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
- I. The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
- J. Multiple boxes or envelopes are permissible but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). The original must be in Box #1.
- K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.

12. BID REJECTION OR WITHDRAWL.

- A. City may reject any or all Bids, in whole or in part.
- B. A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to the City.
- C. A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
- D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- E. Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.
- **BID RESULTS.** A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.
- **PURCHASE ORDER.** In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by the City to be in the best interests of the City, the City, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City and Bidder/Seller.



Oklahoma

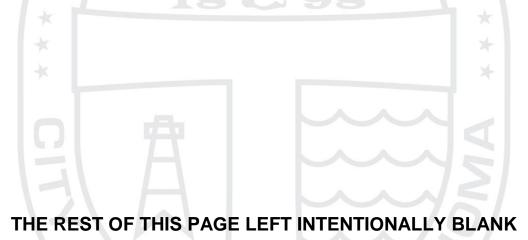
Page 15 of 22

City of Tulsa,

- CONTRACT AWARD. If a contract is awarded, it will be awarded to the Bidder that City determines is the lowest secure 15. Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in City's best interest.
- 16. IRS FORM W-9. If City selects your Bid and awards a contract to you, you will have ten (10) days from notification of the award to provide City with your complete IRS Form W-9.
- 17. NOTICE TO PROCEED. If City accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from the City is notice to proceed.
- PAYMENTS. Invoices should be e-mailed to City of Tulsa Accounts Payable at: 18.

apinvoices@cityoftulsa.org

Payment will be made Net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Goods and/or Services, whichever is later, unless City decides to take advantage of any prompt payment discount included in the Bid.



TULS



Issued: May 2, 2019

City of Tulsa, Oklahoma

Page 16 of 22

SPECIAL REQUIREMENTS

1.	Irrevocable Offer Period.	You understand	and acknowledge	that the offer	r submitted as yo	ur Bid is firm	and irrevocable	from the
Cit	y's close of business on the	Bid Submission	Date until365	days afte	er the Bid Openir	ng Date.		

- 2. General Liability/Indemnification. You shall hold City harmless for any loss, damage or claims arising from or related to your performance of the Purchase Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Purchase Agreement. You agree to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Goods, Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.
- 3. Liens. Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Bidder shall deliver all goods to City free and clear of liens. Delivery by Seller to City of goods which are subject to liens under the Purchase Agreement shall be a material breach of the Purchase Agreement and all damages and costs incurred by City as a result of the existence of such liens shall be paid to City by Seller. At City's option, City may return such goods to Seller and Seller shall pay the cost of returning such goods and reimburse City for any payments made for such goods.

4. Insurance. I	If checked "Yes,"	the following insurance is required :	Yes:	No: X

Seller and its subcontractors must obtain at Seller's expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Auto Liability, each occurrence	\$ 1,000,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

SELLER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.

You will have 10 days after notification that your Bid was selected for contract award by City to provide proof of such coverage by providing the assigned Project Buyer shown on the Summary Sheet of this Bid Packet with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. Invitation for Bid number

The Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of Seller to notify City of any change in coverage or insurer by providing City with an updated Certificate of Liability Insurance. Failure of Seller to comply with the insurance requirements herein may be deemed a breach of the Purchase Agreement. Further, a Seller who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements

5.	Bonding.A. Bid Bond. If the box		is checked "Yes," the Bid Bond is required:	
		Yes:	No: _X	
	B.	Performance Bond.	If the box is checked "Yes," the Performance Bond is required:	
		Yes:	No: _X	



Issued: May 2, 2019

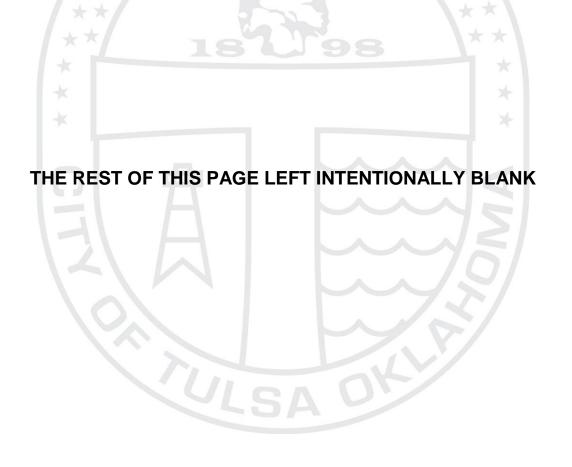
City of Tulsa, Oklahoma

Page 17 of 22

6.	References.	If the box is	checked "Yes	s," References	are required:

162 NO. A	Yes:	No:	X
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For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of their relationship with the Bidder.





Issued: May 2, 2019

City of Tulsa, Oklahoma

Page 18 of 22

TECHNICAL SPECIFICATIONS

SCOPE:

This bid shall consist of furnishing materials for pre-formed pavement marking application in the City of Tulsa. These items will be as an "order as needed" basis. The City of Tulsa, at its sole discretion, may elect to purchase materials from other Contractor(s) or Vendor(s).

Any quantities given are estimates, and more or less than the listed quantities may be ordered at the discretion of the City of Tulsa, subject to available funding. In addition, no guarantee of minimum or maximum amount of materials is made by the City of Tulsa.

By submitting a bid, Bidders agree that they will provide the materials and any other incidentals necessary for application of the indicated Pavement Markings. Materials supplied shall be new, unused, and undamaged. The City of Tulsa reserves the right to reject any items which do not comply with these specifications.

All references herein to the "Traffic Engineer" references the City of Tulsa Traffic Operations Manager, or designee.

TECHNICAL SPECIFICATIONS:

A. Specifications and Standards

All materials provided shall be in accordance with applicable Federal, State, and Local law and environmental regulations.

Unless otherwise noted in this specification, all material provided shall meet the applicable requirements of the latest City of Tulsa Standards and Specifications and Oklahoma Department of Transportation (ODOT) Standards and Specifications; or as otherwise directed by the COT Traffic Engineer. ODOT specifications and standards shall apply where City standards are silent. All pavement marking layouts shall conform to the City of Tulsa requirements as detailed in this specification with applicable Manual on Uniform Traffic Control Devices (MUTCD) and Federal Highway Administration (FHWA) requirements, unless otherwise directed by the COT Traffic Engineer.

B. Materials

All materials supplied shall be new, unused, and undamaged. All materials shall meet the



Issued: May 2, 2019

City of Tulsa, Oklahoma

Page 19 of 22

requirements of ODOT Specifications, Section 711 and the Manual on Uniform Traffic Control Devices (MUTCD), unless otherwise indicated in this specification. Thermoplastic markings shall meet the latest requirements of ODOT Specifications, Section 855, with amendments specified in 855-7 (a-f) 09. Multi-Polymer pavement marking materials shall meet the latest requirements of ODOT Specifications, Section 856, with amendments specified in 856-1 (a-g) 09.

All bicycle markings shall include traction resistance in order to minimize the loss of traction for bicyclists and shall be retroreflective, unless otherwise directed by the COT Traffic Engineer. Where green is required, the materials shall meet the latest requirements as set by the Federal Highway Administration (FHWA) for bike lane markings and materials. All application shall be completed according to manufacturer specifications for the pre-formed markings.

Pre-formed bike lane crossing markings shall be 24" deep green bars (similar to continental style crosswalk markings) with varying widths to match the width of the bike lanes. Pre-formed bike lane panel markings shall include a green box sized appropriately to meet MUTCD standards and the bike lane width (typically 6-7 LF long and 4 LF wide), with a white bicycle symbol centered inside. Pre-formed bike lane panel markings with arrow shall include a green box sized appropriately to meet MUTCD standards and the bike lane width (typically 10 LF long and 4 LF wide), with a white bicycle symbol and arrow centered inside. Pre-formed bike boxes (to facilitate left turns for bicycles) shall include a green box typically be the width of the lane and 10 LF long with a standard white bike symbol centered in the area, or as directed by the COT Traffic Engineer. Pre-formed bike lane detector pavement markings shall meet the requirements of the MUTCD and shall be white.

Bidders may be required to provide submittals for approval to the City of Tulsa for all materials prior to use on projects.

Mechanically applied preformed plastic tape ("cold tape") will not be accepted. All pavement markings shall contain glass beads in accordance with ODOT specification section 711.05 and shall be retroreflective. Pavement markings shall have a minimum skid resistance value of 35 British Pendulum Number in accordance with ASTM E 303. Pavement markings shall be weather and chemical resistant and shall not fade, discolor, lift, tear, roll back, or shrink throughout the marking life. Existing pavement markings and any markings that conflict with the new markings shall be removed prior to installation of new pavement markings.

C. Method of Measurement

All pavement marking for symbols shall be measured per each by each whole symbol.

ADA parking symbols shall include international symbol of accessibility parking space marking, or other symbols of a similar size according to the MUTCD, and as designated by the COT Traffic Engineer.



City of Tulsa, Oklahoma

Page 20 of 22

Railroad Symbols shall include all items to form a complete advance railroad warning symbol including "X," "R"s, and transverse lines.

Pre-formed bike lane crossing markings shall be 24-inch green bars and shall be purchased per LF to accommodate varying widths of bike lanes. Pre-formed bike lane panel markings shall include the white bike lane symbol as required by the COT Traffic Engineer and shall be purchased per SF to accommodate varying bike lane widths. Pre-formed bike lane panel markings with arrow shall include the white bike lane symbol and/or arrows as required by the COT Traffic Engineer and shall be purchased per SF to accommodate varying bike lane widths. Pre-formed bike box markings shall be purchased per SF to accommodate for varying widths of vehicle lanes. Pre-formed bike lane detector pavement markings shall be white and measured per each.

WARRANTY:

All short-life pavement markings (paint) supplied, shall be under warranty for three (3) months from date of acceptance by the City for any defects other than normal fading, discoloration, or wear and tear by traffic found in the markings or retro-reflectivity. The bidder shall be responsible for full replacement of the defective pavement markings at no additional cost to the City of Tulsa.

All long-life pavement markings (thermoplastic and pre-formed) supplied, shall be under warranty for one (1) year from date of acceptance by the City to cover any defects other than normal fading, discoloration, or wear and tear by traffic found in the markings or retro-reflectivity. The bidder shall be responsible for full replacement of the defective pavement markings at no additional cost to the City of Tulsa.

VULSA



Issued: May 2, 2019

City of Tulsa, Oklahoma

Page 21 of 22

EXHIBIT A BID FORM INCLUDING DELIVERY AND PRICING

1. Delivery. If your Bid is accepted and a contract is executed, state the number of days you need to deliver the Goods and/or to begin providing Services:

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your contract or canceling the Purchase Order, pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

2. Pricing

(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)

Quantities listed are for evaluation purposes only. There is no guaranteed quantity of purchases under this contract.

Item	Description	Estimate Annual QTY	Unit	Unit Cost	Extended Cost
1	Pavement Marking Materials – Pre- Formed				
1a.	Route Shields (6' X 15', Pre-Formed)	1 or More	EA	*	
1b.	Route Shields (7' X 17'6", Pre-Formed)	1 or More	EA	*	
1c.	Route Shields (8' X 20', Pre-Formed)	1 or More	EA	7	
1d.	RR Symbols (Pre-Formed)	1 or More	EA	75	
1e.	ADA Parking Symbols (Pre-Formed)	2 or More	EA	70	
1f.	Shared Lane Marking (Bicycle, Pre- Formed)	1 or More	EA	72/	
1g.	Bicycle Lane Crossing Markings (24" deep green bars, Pre-Formed)	40 or More	LF		
1h.	Bicycle Lane Panel Markings (green with white bicycle, Pre-Formed)	40 or More	SF		
1i.	Bicycle Lane Panel Markings with arrow (green with white bicycle and arrow markings, Pre-Formed)	1 or More	SF		
1j.	Bicycle Bike Box Markings (green with white bicycle, Pre-Formed)	1 or More	SF		
1k.	Bicycle Detector Pavement Marking (white, Pre-Formed)	1 or More	EA		



City of Tulsa, Oklahoma

Page 22 of 22

Item	Description	Estimate Annual QTY	Unit	Unit Cost	Extended Cost
1	Pavement Marking Materials – Pre- Formed				
1L.	Bike Lane Green Turn Arrow	1 or More	EA		
1m.	2 Part Sealer Kit – 2 pre-filled sealer cartridges, mixing nozzles, rollers, latex gloves.	1 or More	EA	* *	
1n.	2 Part Sealer Gun – Size 300/600	1 or More	EA	***	
10.	2 Part Sealer – 50lbs	1 or More	EA	**	
1p.	Standard Turn Arrow Left	5 or More	EA	* * *	
1q.	Standard Turn Arrow Right	2 or More	EA	*	
1r.	Combi Arrow Standard Left	2 or More	LF	*	

TOTAL COST NOT TO EXCEED:	
(All costs must be included or your Bid will be	
disqualified)	Ψ

Bidder's Company Name	/9/
Authorized Signature Here ▶	X //
Printed Name:	

RETURN THIS ENTIRE BID PACKET