### CITY OF NORMAN Office of the Purchasing Division Norman, Oklahoma

#### INVITATION TO BID #2324-39

The City of Norman, Oklahoma will open sealed bids in the Conference Room of City of Norman, 225 N. Webster Avenue on the below listed item at 2:00 P.M. on <u>Thursday, February 15, 2024.</u>

#### Hot Applied Thermoplastic Pavement Markings and Multi-Polymer Pavement Markings and Raised Pavement Marker Installation

All bids **must** be in the Office of the Purchasing Division, 225 N. Webster Ave., Norman, Oklahoma, 73069, **BEFORE THE FINAL CLOSING HOUR** as shown on the Invitation to Bid. If bid is mailed, to be considered it **should** be addressed as follows: Attention: Purchasing Division, Opening of Bids, City of Norman, P. O. Box 370, Norman, Oklahoma, 73070. In addition, the bid envelope **should** be plainly marked on both sides indicating the bid number.

The unit price **must** be stated on all items and all totals extended, if required. **BIDDER GUARANTEES UNIT PRICES TO BE CORRECT**. To receive consideration, bids **must** be submitted on the City of Norman "Form for Bidders" and "Bidders Proposal" (if applicable), which are hereby made part of this Invitation to Bid.

Alternate bids **may** be considered. If bidding an alternate, so state on the face of the Form for Bidders and fully describe the merchandise and include Manufacturer's literature. Unless the bidder identifies on the Form for Bidders that an alternate is being bid, the vendor **will** be expected to deliver merchandise as specified. Alternate bids **shall** not be submitted to circumvent the specifications.

The Affairs of the City of Norman, whether in the conduct of its governmental or proprietary functions, involve the health, safety, and welfare of the public; and because the item(s) specified are necessary and proper for the conduct of said affairs, any delay in the delivery of the item(s) being bid can jeopardize the health, safety, and welfare of the public, and can result in the incurring of additional expenses to the City. For these reasons, it is understood by the bidder the date of delivery of the item(s) being bid herein is considered to be an integral part of this bid and **may** be considered in awarding the contract.

Discount and delivery date must be plainly stated on the Form for Bidders and Bidders Proposal. Use ink pen or typewriter in filling in quotation and initial any corrections. Bid and Affidavit must be signed in ink by an authorized representative of the company making the bid. <u>submit one original and one duplicate Form for Bidders and Proposals</u>. All bids will be awarded by Section or Sections whichever is in the best interest of the City. Any bidder who fails to return the third consecutive invitation will be removed from the bid list. If the above procedures are not followed, bids may be disqualified. The right is reserved by the City to reject any or all bids or parts of bids. All bids are public records and are available during regular office hours

## **CONTRACT PROPOSAL**

2/15/ 2024

Purchasing Agent City of Norman PO Box 370 Norman, OK 73070

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Dear Purchasing Agent:

The undersigned proposes to furnish by contract the following supplies, f.o.b., Norman, Oklahoma, on an as needed basis ready for immediate use as follows:

# HOT APPLIED THERMOPLASTIC AND MULTI-POLYMER PAVEMENT MARKINGS AND RAISED PAVEMENT MARKER INSTALLATION

And according to the following specifications:

### **BIDDER SHALL RESPOND IN BIDDER'S PROPOSAL**

### GENERAL

The Oklahoma Department of Transportation (ODOT) Standard Specifications for Highways Construction, 2009 Edition and any subsequent supplements shall apply.

The work shall consist of furnishing and applying necessary to produce thermoplastic and multi-polymer pavement markings and raised pavement markers on the roadway in accordance with these specifications and in reasonably close conformity with locations, lines dimensions and color as requested by the City of Norman. The work shall also consist of the proper removal of old pavement markings, as well as, the removal and reinstallation of raised pavement markers. All assignments shall be performed in a professional workmanlike manner. So as not to impede rush hour traffic, no work shall be performed between 7:30am until 8:30am or any other hours that may be deemed necessary depending upon project location, as determined by the City of Norman. Total amount of contract is estimated at no less than \$100,000.00 per fiscal year.

### **BIDDER'S PROPOSAL**

### MATERIALS, EQUIPMENT AND CONSTRUCTION METHODS

Plastic Pavement Markings, SPFHC Section 855 and ODOT Special Provisions for Plastic Traffic Stripe shall apply.

Multi-polymer Pavement Markings, SPFC Section 856 and ODOT Special Provision for Multi-polymer Pavement Traffic Stripe shall apply.

### SURFACE PREPARATION

On existing pavements and when removal of existing pavement markings is required, remove existing pavement markings in accordance with SPFHC Section 805 – Removal of Pavement Markings. Remove loose particles, dirt, tar, grease, residue of previous pavement markings and other deleterious material from surfaces to be striped. Removal shall take place the same day the pavement markings are to be applied.

### **TEMPORARY TRAFFIC CONTROL (TTC)**

Appropriate advance warning signs and other TTC devices shall be installed prior to beginning assignments as necessary or required. A temporary traffic control plan shall be submitted to the City Transportation Engineer a minimum of 72 hours prior to the beginning of any work.

### METHOD OF MEASUREMENT

Stripe will be measured by the linear foot of 4 inch, 6 inch, 8 inch, 12 inch or 24 inch wide traffic stripe material actually installed. Arrows, words, and symbols installed will be measured by each unit.

### APPLICATION SCHEDULE

Weather permitting; each assignment shall be completed within 30 days after an assignment is received from the City of Norman. The City of Norman assures that striping assignments will total a minimum amount of \$3,500.00.

### CONTRACT PERIOD

Date approved by the City Council until December 31, 2024 or until 30 days after notice has been given by the City of Norman of its desire to terminate the contract.

\*Estimated quantities shown are for information only and are not to be construed as actual amounts to be purchased.

# **SECTION 1**

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SECTION I			
PAVEMENT MARKINGS	PLASTIC Unit Bid Price	<u>Estimated</u> Quantity	MULTI- POLYMER Unit Bid Price
• White (W) / Yellow (Y)			
A. 4 inch wide W/Y line per linear foot	s.70	70,000 LF	s.70
B. 4 inch wide black line per linear foot	\$	10,000 LF	\$ 3.00
C. 6 inch wide W/Y line per linear foot	s 1.00	40,000 LF	\$ 1.50
D. 6 inch wide black line per linear foot	\$	10,000 LF	s 5.00
E. 8 inch wide W/Y line per linear foot	\$ 1.25	3,000 LF	\$ 2.00
F. 12 inch wide W/Y line per linear foot	\$ 2.50	500 LF	\$ 3.00
G. 24 inch wide white line per linear foot	\$ 6.00	4,000 LF	s 6.00
H. ONLY 8ft. x 5.9ft. (MUTCD Fig. 3B-23)	\$ 125.00	10 EA	s 185.00
I. Grade Crossing (RXR) 8ft. x 20ft. (MUTCD Fig. 8B-7(A))	\$ 400.00	10 EA	s 400.00
J. Turn Lane-Use Arrow 8ft. (MUTCD Fig. 3B- 24(B) full-sized)	\$ 75.00	60 EA	s 75.00
<ul><li>K. Through Lane-Use Arrow 9.5ft. (MUTCD Fig. 3B-24(A) full-sized)</li></ul>	\$ 75.00	10 EA	\$ 75.00
L. Turn and Through Lane-Use Arrow 12.75ft. (MUTCD Fig. 3B(C) full-sized)	\$ 150.00	10 EA	\$ 150.00
M. Speed Hump Marking (MUTCD Fig. 3B-29(A))	\$ 75.00	100 EA	s 75.00
N. Bicycle Lane Marking (MUTCD Fig. 9C-3(A), Bike Symbol)	s 250.00	60 EA	s 250.00
O. Shared Lane Marking (MUTCD Fig. 9C-9)	\$ 250.00	40 EA	s 250.00
<ul> <li>P. Yield Line Marking 12in. x 18in. segment (MUTCD Fig. 3B-16(a))</li> </ul>	s 25.00	60 EA	s 25,00

Q.	Yield Line Marking 24in. x 36in. segment (MUTCD Fig. 3B-16(b))	\$ 50	.00	30 EA	\$ 50.00
	Two-Lane SCHOOL Marking (MUTCD Fig.7C- 1)	\$ 37	5.00	4 EA	s 750.00
Cle	ERMOPLASTIC REMOVAL canup and proper disposal of debris is the ponsibility of the contractor.		STIC id Price	<u>Estimated</u> Quantity	MULTI- POLYMER Unit Bid Price
S.	Removal of pavement markings based on a 4" wide line per linear foot	\$.4	05	75,000 LF	s.65
T.	Removal of "Arrow" pavement marking symbol	\$ 25	5.00	50 EA	s 25.00
U.	Removal of "Only" pavement marking legend	<u>s 25</u>	.00	20 EA	s 25.00
	CTION II AISED PAVEMENT MARKERS				
Α.	Installation of Ennis-Flint Lens Cradle Casting, Model 201 and retro-reflective marker lens, or approved equal	\$		400 EA	s 100.00
B.	Replacement of retro-reflective marker lens in model 201	\$ -		50 EA	s 20.00

If awarded this contract on the basis of the above bid, we agree to provide all materials to the City of Norman within the delivery time specified as soon as the contract is awarded.

The bidder guarantees the bid prices for 45 days subsequent to the date of the bid; or if awarded, according to the expiration of the contract.

Signed: ####
By:Shane Allen
Address: 3101 NE 63rd St
City/State: OKC, OK
zip:
Telephone: 405. 478.9900

Any exceptions to the specifications must be clearly detailed and described. In the event clarification of specifications is required, please contact:

Dennis Davis Traffic Control Supervisor PO Box 370 Norman, OK 73070 Office: 405-329-0528 Direct: 405-307-7241

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### **Bid Document Addition:**

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To be added to section 108 of the standard bid document:

108.08 – PAYMENT TERMS

The City shall complete payment within 30 days of invoice receipt.

### **Contract Document Addition:**

Payment terms – to be added to contract paragraph numbered as "2)" that addresses payments:

The City shall complete payment to the CONTRACTOR within 30 days of invoice receipt.

Purchase of materials for City Project - to be added where appropriate:

Materials and/or services purchases by CONTRACTOR in connection with the City project shall be <u>subject to the payment of City</u> exempt from sales tax. If the CONTRACTOR is appointed to be an agent of the City by City Council resolution, thereby exempting material purchases for the project from the payment of City sales tax, CONTRACTOR shall certify, in writing, on the copy of the invoice or sales ticket to be retained by said CONTRACTOR that the purchases are made for and on behalf of the City in accordance with 68 O.S. 1356, paragraph 10.

# **NOTICE TO BIDDERS / RFP RECIPIENTS**

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When submitting bids or responses to RFPs, corporate entities are required to comply with State law regarding authorized signatures.

State statute requires that bids/RFPs "be signed by the chair or vice chair of the Board of Directors, or the President, or by a Vice President, and attested by the Secretary or an Assistant Secretary; or by officers as may be duly authorized to exercise the duties...." 18 O.S. § 1007.A.2

However, if some other official with the corporation, such as a secretary signing a document, such signature needs to be accompanied by a certificate or a copy of a resolution adopted by the Board setting forth the authority of that individual to execute a contract.

With respect to limited liability corporations, every manager is an agent of the company for the purpose of business and binds the limited liability company. Therefore, instruments and documents shall be valid and binding upon the limited liability company if executed by one or more of its managers. 18 O.S. § 2019A

As set forth above when submitting bids and RFPs, certification adhering to the state statutes should accompany documents being turned in for review.

#### AFFIDAVIT OF NON-COLLUSION

STATE OF OK COUNTY OF OK )ss

Notary Public, State of Oklahoma Commission # 21014392 My Commission Expires 11-02-2025

(s) he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of prospective contract; or in any discussion between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

RCC TRAFFIC, LL Bidder day of Subscribed and sworn to before me on this My Commission Expires KRISTA ASKEW

### CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees as follows:

A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in this section.

B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.

C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clauses and agree to abide by their requirements.

- Allan

Contractor

ATTEST:

Logun bren Offs. Manager

Name and Title