



**REQUEST FOR BID
BID No. 09-168**

**TRAFFIC LINE PAINT, GLASS BEADS
AND
PAVEMENT MARKERS**

Proposal Mailing Date
November 2, 2009

Proposal Due Date
November 17, 2009
3:00 P.M.

To: Purchasing Office
City of Turlock
156 S. Broadway, Ste 270
Turlock, CA 95380-5454
(209) 668-5599 X 4406

**CITY OF TURLOCK
REQUEST FOR BID AND SPECIFICATIONS NO. 09-168**

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ATTACHMENTS:

- Exhibit A – Bid Proposal Form/Bid Sheet
- Exhibit B – References
- Exhibit C – Supplier Information form
- Exhibit D – Local Vendor Preference

**CITY OF TURLOCK
TURLOCK CALIFORNIA**

**REQUEST FOR BID
BID NO. 09-168**

**SPECIFICATIONS FOR TRAFFIC LINE PAINT, GLASS BEADS
AND PAVEMENT MARKERS**

OCTOBER 2009

GENERAL PROVISIONS

Scope of Work The City of Turlock is soliciting bids for traffic line paint, glass beads and pavement markers for Municipal Services Public Facilities Maintenance Division.

Information

If a bidder desires additional technical information, he/she may contact the City's representative as follows:

Ray Garcia
Public Facilities Maintenance Division
701 S. Walnut Road
Turlock, CA 95380
Municipal Services
(209) 668-5599 Ext. 4458

Vendor Inquiries

For information concerning RFP procedures and regulations (i.e., a submission deadline, forms required, etc.) interested parties may contact:

Betty Gonzalez, Purchasing Coordinator
City of Turlock
156 South Broadway, Ste.270
Turlock, Ca 95380
(209) 668-5599 Ext. 4406
FAX (209) 668-5695
bgonzalez@turlock.ca.us

Note: Deliver or mail bids to the referenced address, only, as indicated in the Notice to bidders.

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and the site condition (if applicable). The bidder agrees and acknowledges all RFB/Q specifications, terms, and conditions and indicates the ability to perform by submission of a bid. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against the City based upon ignorance of conditions or

misunderstanding of the specifications

Due Date

Sealed bids are due *Tuesday, November 17, 2009*. All bids shall be delivered to Municipal Services, Purchasing Division, 156 S. Broadway, Suite 270, Turlock, California, 95380 **before 3:00 p.m.** on that date.

Evaluation of Bids

Bids for traffic line paint, glass beads and pavement markers will be evaluated for:

1. Ability to meet specifications.
2. References
3. Overall price

This bid may be awarded to one or more vendors. All or nothing bids will not be accepted.

The City reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Contract Documents, and to waive any informalities and irregularities in said Bids.

Estimated Schedule

Bid Mailing Date	November 2, 2009
Bids due.....	November 17, 2009
Evaluate Bids	November 18 through 19, 2009
Award Contract	December 8, 2009

Note: Award date is approximate.

Job Site Performance

If the Public Facilities Maintenance Division Manager or his designee finds the contract work is not being performed as per the contract, the Manager will give a ten (10) days notice to the Supplier. Any callbacks due to non-performance shall be at no charge. If the deficiency is not corrected within ten (10) days, the Public Facility Maintenance Division Manager or his designee will correct the deficiency by any means possible and then bill the Supplier.

SECTION 1 BID SPECIFICATIONS

Specifications

This specification is intended to cover ready-mixed one component water borne traffic line paint to be applied to either asphalt or portland cement pavements.

The traffic paint should be durable and to be fast drying which results in minimum traffic tie-up. The paint to be applied without the expensive and sophisticated application equipment needed for some of the new fast drying paints.

Specifications	White	Yellow	Black
Pigment, % by weight	55-59	55-59	55-59
Vehicle, % by weight	41-45	41-45	41-45
Non-volatile, % by weight of paint	75.0 Min.	75.0 Min	75.0 Min
Weight per gallon, lbs	13.3-13.7	13.3-13.7	13.3-13.7
Viscosity, K.U.	70-85	70-85	70-85
Fineness of grind	3 Min.	3 Min.	3 Min.
Dry Time: 77EF without beads ASTM D-711, Minutes	10 Max.	10 Max.	10 Max.
When heating equipment is available	4 maximum @ 140-160EF		
Solvent	Water	Water	Water
Coverage	100 square feet per gallon at 15 mils wet		
Beads	(Type A Drop-On) Shall be applied by drop on method at the rate of six to eight pounds per U.S. gallon of traffic bead binder		

Reference: Pervo Paint or Equal

Paint Requirements:

- 1) The traffic paint must be tested as per Federal Standard TT-P-141a.
- 2) To conform to Cal Trans specifications 8010-61G-30.
- 3) To be State of California approved and must rules 66-3.
- 4) To meet all California Air Pollution requirements.

Composition

The manufacturer shall determine the composition of the paints. It will be the

manufacturers' responsibility to produce water borne traffic paint containing all the necessary ingredients to conform to all the properties as specified herein.

Pigment

The pigment portion shall be a combination of prime and extender pigments as required to produce either white, yellow, black, red, green and blue traffic paint meeting the color and other requirements of the finished product for white, yellow, black, red, green, and blue as specified in this specification. The percent pigment of the finish product shall not be less than 60.0% for White, Yellow, and Black Paint.

Vehicle

The non-volatile portion of the vehicle shall be composed of 100% acrylic polymer and shall not be less than 44.0% by weight of vehicle for White, Yellow, and Black Paint. Acrylic emulsion polymer shall be equal to Rohm and Haas B2706.

Volatile Organic Compound

The volatile content of the finished paint shall contain less than one hundred twenty (120) grams of volatile organic matter per liter of total non-volatile paint material in accordance with ASTM D3960.

Characteristics of the Finished Paint:	White, Yellow, Black	Red, Green, Blue
Pigment volume concentration, %	58.0±2	52±2
Total Solids by wt., % minimum	77.0	72.0
Volume Solids, % minimum	60.0	58.0
Pigment by weight, %	60.0	52.0
Vehicle by weight, %	40.0	48.0
Non-volatile Vehicle by weight of vehicle, minimum	44.0	40.0
Weight per gallon, lbs., minimum	13.5	12.5
Viscosity, @ 771F. Kreb Units	80-95	80-95
Grind (Hegman Gauge), minimum	3	4
Laboratory Dry Time, ASTM D711, minutes, maximum	5	5

Dry To No Pick Up

The paint shall dry to a no pick up condition under traffic when applied at 15 ± 1 mil wet film thickness in three minutes, maximum. when applied at ambient temperatures, with six pounds of glass beads per gallon of paint.

REFLECTANCE	White	Yellow	Black	Red, Blue, Green
Leneta Chart, Form 2C, 8 Mills Wet Green Tristimulus Filter	85 Min	50-59	--	--

Flexibility

The paint shall show no cracking or flaking when tested in accordance with TT-P-1952B.

Water Resistance

The paint shall conform to the requirements of Federal Specification TT-P-1952B. There shall be no blistering, loss of adhesion, softening, or other deterioration on examination.

Freeze-Thaw Stability

The paint shall show no coagulation or change in consistency greater than ten (10) Krieb Units, when tested in accordance with ASTM D2243 (3 cycles minimum).

Heat Stability

The paint shall show no coagulation, discoloration or change in consistency greater than ten (10) Krieb Units when tested in accordance with TT-P-1952B.

Storage Stability

After thirty (30) days storage in three quarter filled closed containers, the paint shall show no cracking that cannot be readily remixed to a smooth homogeneous state, no skinning, livening, curdling or hard settling. The viscosity shall not change more than ten (10) Krieb Units from the viscosity of the original sample.

Dry Opacity

The minimum contrast ratio shall be 0.92 when applied at a wet film thickness of 5 mils on 2C Leneta Chart or Equal and air-dried for twenty-four (24) hours.

Bleeding

The paint shall have a minimum-bleeding ratio of 0.92 when tested in accordance with Federal Specification TT-P-1952B. The asphalt saturated felt shall conform to ASTM D226 for Type I.

Scrub Resistance

The paint shall pass a minimum of five hundred (500) cycles when tested in accordance with ASTM D2486, 5 mils wet, cure 24 hours @ 77F± 21F, 40-55% relative humidity.

Dry Through (Early Washout)

A 15 wet mil film immediately placed in a humidity chamber maintained at 72.51F± 2.51F and 90% ± 5 relative humidity shall have a dry through time of 90-125 minutes, when tested in accordance with ASTM D1640, except that the pressure exerted will be the minimum needed to maintain contact with thumb and film.

Heat-Shear Stability	White	Yellow	Black	Red, Green, Blue
Viscosity, KU	72-105	72-105	72-105	72-105

Cracking of Paint Film

The dry film shall show no cracks when examined after drying for 24 hours. The film shall be cast with a 15 mils drew down blade on 15 pound asphalt saturated felt.

Glass Beads

Glass beads shall conform to State Specifications No. 8010-21C-22 (Type II). Type II moisture resistant drop on traffic beads.

Pavement Markers

Pavement markers a true cube-corner type reflex reflector, molded of optic grade methyl methacrylate (plastic). To be molded of high impact ABS compound for durability. To provide the maximum strength and reflective brilliance and shall conform to current state requirements.

- Non-Reflective
- Type 'AY' Yellow
- Reflector one side only
- Reference: Ray-O-Lite or Equal

Quantities: The quantities shown on the Bid Proposal Form (Exhibit A) represent the anticipated needs of the City based upon past usage. It is only intended to give a reference quantity and does not guarantee a quantity to the vendor for the duration of this contract.

Vendors must supply MSDS, contents description and/or samples for comparison upon request by the City.

The City reserves the right to disqualify any bid for not meeting the qualifications as set forth in the bid package.

The prices offered on the Bid Proposal Form (Exhibit A) are to be firm for the entire contact period or at the quantities stated, whichever occurs first.

References

Provide on **Exhibit 'B'**, a list of at least five agency references for which your firm has like contracts currently in service. References are to include: Name, Address, Contact, Title, Phone Number and length of time service has been performed

**SECTION 2
INSTRUCTIONS TO BIDDERS**

1. Bid shall be enclosed in a sealed envelope marked, "Bid for traffic line paint (water borne), glass beads and pavement markers" and shall be delivered or mail or fax to the Purchasing Division, 156 S. Broadway, Suite 270, Turlock, California, 95380-5454, no later than 3:00 p.m., **Tuesday, November 17, 2009.**
2. **One original and one copy of the complete bid proposals are required.** Supplier's bid proposal will be submitted on **Bid Proposal Exhibit 'A'**. The Original bid proposals must be clearly marked and contain original signatures (Contractor's signature may be represented by a signed proposal cover letter) and must be easily reproducible on a standard copying machine. Failure to clearly mark the original and provide original signatures may result in a proposal being found non-responsive and given no consideration. The technical portion of the proposal will be weighted more heavily than the cost portion of the proposals.
3. Prior to any bid being accepted, the bidder must demonstrate compliance with all bid specifications for such service. The burden of proof of compliance with this specification is the responsibility of the bidder.
4. No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated as an exception and accompanied by a detailed description of the exception and/or deviation. If no exception or deviation is shown, the bidder will be required to furnish the equipment exactly as specified herein.
5. Failure to comply with all requirements, instructions and conditions of the request for quotation and this specification may result in rejection.
6. The City reserves the right to reject any or all bids received and to waive any informality or minor defects in bids received.

Response Requirement

Failure to respond to this request for quotation will result in removal of your firm from the bid list for the solicited item. If the vendor does not wish to quote a price for the solicited item, the quotation sheet should be signed and returned to the purchasing office with "No bid at this time" indicated by the time of bid closure.

SECTION 3
AWARD AND EXECUTION OF CONTRACT

AWARD OF BID

If the CITY deems that the acceptance of the most responsible bid or bids is not in the best interests of the CITY, the City may reject all bids. If the agreement is awarded, it shall be to the most responsible bidder whose Bid complies with all the requirements prescribed. Such award shall normally be made with thirty (30) days after bid opening.

If the most responsible bidder refuses or fails to execute the agreement, the CITY may award the agreement to the second most responsible bidder. Such award will normally be made within sixty (60) days after the opening of Bids. If the second most responsible bidder refuses or fails to execute the agreement, the City may award the agreement to the third most responsible bidder. Such award will normally be made within seventy-five (75) days after the opening of the Bids. The above time period may be changed by agreement between the City and the bidder concerned.

AWARD OF CONTRACT

The award of this contract, if it were awarded, will be made by the City Council following the opening date of this bid unless at the sole discretion of the Purchasing Officer, there is reason to delay award.

SECTION 4 SPECIAL INSTRUCTIONS

Examination of Documents

The bidder is responsible for making all necessary examinations and reviews of the documents relating to traffic line paint, glass beads and pavement markers. Failure to do so will not act to relieve any requirement of the agreement of the agreement or the conditions. The submission of a bid shall be considered conclusive evidence that the bidder has made examinations.

Bids

Bids shall be sealed and filed with the Purchasing Officer in accordance with the Request for Bid.

No bids submitted or received after the time and place fixed for receiving them shall be considered by the City. No verbal bid shall be considered by the City.

Bid Form

All bids must be submitted on the attached bid form, Exhibit A. It is the responsibility of the bidder to insure that the bid documents are delivered to the place detailed in the Request for Proposal prior to the time for the bid opening. Bids received after the time set for the bid opening will be rejected.

Mistake in Bid

A bidder shall not be relieved of its bid without the consent of the CITY nor shall any change in the bid be made because of a mistake. The CITY may allow a bidder to withdraw a bid because of a mistake only when the bidder has notified the CITY in writing within five (5) days of the bid opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the CITY that: (a) a mistake was made; (b) the mistake made the bid materially different from what the bidder intended; and (c) the mistake was made in filling out the bid and was not due to an error in judgment or to carelessness in inspecting the site nor in reading the plans or specifications.

Competitive Bidding

If more than one proposal is offered by an individual, firm, co-partnership, corporation, association, or any combination thereof under the same or different names, all such proposals may be rejected. All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this bid is in violation of competitive bidding requirements, and may render any contract let under such circumstances void.

Licenses and Permits

A City of Turlock Business License and all others required shall be provided by the Supplier and she/he shall abide by any and all Federal, State and City laws or rules affecting the service, and shall maintain all required protection for property, employees and the public.

Proposal

Unless otherwise stated in the bid specifications, all brand, model or manufacturer designations are given for reference only. All proposals for alternates to the referenced supplies or equipment must be approved by City standards and must be accompanied by manufacturer cuts, illustrations and complete specifications.

All equipment and supplies are to be new, and the model or material in current production. No shopworn, irregular, demonstrator equipment or materials are to be offered.

Independent Contractor Relationship

The parties hereto agree that the relationship of CONTRACTOR to the City is that of an independent contractor and not an officer, employee or agent of the CITY. It is further understood that the agents and employees of the CONTRACTOR, in the performance of this Agreement, are employees of the CONTRACTOR and not officers, employees or agents of the CITY.

Payment

Invoice will be rendered by the vendor upon providing all materials, equipment and services detailed herein. No partial payments will be made, and payment will only be scheduled upon acceptance of the equipment and materials by the City.

Performance: Successful bidder shall perform the entire procurement as requested for the required bid proposal.

Consideration may be given to price, terms, delivery, prior performance, availability of parts and service, warranty statement, and the willingness of specifications but not necessarily restricted to those considerations.

City reserve the right to award either part or all of the equipment or materials listed.

Supplier's Insurance: SUPPLIER shall not commence work under this Agreement until SUPPLIER has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall SUPPLIER allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. SUPPLIER shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by SUPPLIER, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its equivalent), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: SUPPLIER shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Employer's Liability: \$1,000,000 per accident or bodily injury or disease.

(4) Errors and Omissions/Professional Liability: \$1,000,000.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (b) SUPPLIER shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of SUPPLIER; and with respect to liability arising out of work or operations performed by or on behalf of SUPPLIER, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Supplier's insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, Supplier's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of Supplier's insurance and shall not contribute with it.

(3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to CITY.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) Verification of Coverage: SUPPLIER shall furnish CITY with original certificates and endorsements, including amendatory endorsements, effecting coverage required by

this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

(g) **Waiver of Subrogation:** SUPPLIER hereby agrees to waive subrogation which any insurer of SUPPLIER may acquire from SUPPLIER by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by SUPPLIER, its agents, employees, independent Suppliers and subcontractors. CON-SULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(h) **Subcontractors:** SUPPLIER shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

Indemnification: To the fullest extent permitted by law, SUPPLIER agrees to indemnify, defend, and hold harmless CITY, its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, resulting from or in any manner related to any work performed or services provided under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from regardless of whether or not it is caused in part by a party indemnified hereunder. Notwithstanding the foregoing, nothing herein shall be construed to require SUPPLIER to indemnify a party indemnified hereunder from any claim arising from the sole negligence or willful misconduct of the party to be indemnified.

Independent Supplier Relationship: All acts of SUPPLIER, its agents, officers, and employees and all others acting on behalf of SUPPLIER relating to the performance of this Agreement, shall be performed as independent Suppliers and not as agents, officers, or employees of CITY. SUPPLIER, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. SUPPLIER has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of SUPPLIER. It is understood by both SUPPLIER and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

SUPPLIER, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent Suppliers and not as employees of CITY.

SUPPLIER shall determine the method, details and means of performing the work and services to be provided by SUPPLIER under this Agreement. SUPPLIER shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of the SUPPLIER in fulfillment of this Agreement. SUPPLIER has control over the manner and means of performing the services under this Agreement. SUPPLIER is permitted to provide a service to others during the same period service is provided to CITY under this Agreement. If necessary, SUPPLIER has the responsibility for employing other persons or firms to assist SUPPLIER in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by SUPPLIER, such persons shall be entirely and exclusively under the direction, supervision, and control of SUPPLIER. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the SUPPLIER.

It is understood and agreed that as an independent Supplier and not an employee of CITY neither the SUPPLIER or SUPPLIER'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that SUPPLIER must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of SUPPLIER'S personnel.

As an independent Supplier, SUPPLIER hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Preference to Local Merchant: The City Council may, in its discretion, grant qualified local vendors a bidding preference of 3% not to exceed a limit of \$3,000.00. A qualified local vendor is defined as any individual, partnership or corporation which regularly maintains a place of business and an inventory of merchandise for sale within the corporate limits of the City and obtained a business license issued by City of Turlock (TMC'2-7-09(5)). This preference may be given for the purchases of supplies, materials, equipment, and contractual services. Such bids from local merchants must still meet quality requirements and the responsible bidder requirements.

“Piggyback” Provision

Vendor are requested to indicate on the Bid Proposal Sheet if they will extend the pricing, terms and conditions of this bid to other government agencies, if the vendor is the successful vendor. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the services described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City of Turlock for this bid. Minor changes in terms and conditions may be negotiated by participating agencies and the successful vendor. This offer shall be made available to participating agencies for up to six months following of this contract by the City of Turlock to the successful vendor.

Warranty

Supplier shall attach to his/her bid proposal, a written statement covering warranty of products used, detailing the warranty term and conditions as noted below (if require):

Notwithstanding any other provisions of this bid, bidder warrants that the materials, supplies or other services furnished shall be of the most suitable grade and exactly as specified in this bid. Such warranty shall include the following: performance, workmanship, labor, materials, bidder's design or engineering contributions. If a defect is discovered in any item of bidder shall correct at his expense such defects as are reported within 24 hours acceptance. Upon expiration of the applicable warranty period, all such liability shall terminate except for fraud, or such gross mistakes as amount to fraud, latent defects specific failure to comply with the term of any resultant order.

All material, parts labor assemblies, and components shall be subject to the warranty conditions and terms unless specifically exempted in writing by the City.

Safety

Supplier shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Furnished equipment, material and services shall comply with all OSHA standards and regulations, and all applicable governmental laws and orders. Vendor shall provide proof of compliance, if requested by the City.

Performance: Successful bidder shall perform the entire procurement as requested for the required bid proposal.

Consideration may be given to price, terms, delivery, prior performance, availability of parts and service, warranty statement, and the willingness of specifications but not necessarily restricted to those considerations.

EXHIBIT A

**BID PROPOSAL FORM
CITY OF TURLOCK
BID NO. 09-168**

BID DUE DATE: NOVEMBER 17, 2009 at 3:00 P.M.

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

“BID FOR TRAFFIC LINE PAINT, GLASS BEADS AND PAVEMENT MARKERS”

- 1) Return original bid to: City of Turlock
Municipal Services Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454
- 2) Price shall be F.O.B. Destination or for the service rendered.
- 3) Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.
- 4) Bid must be on this bid form and signed by vendors authorized representative.

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: _____

Address: _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

Authorized Representative (print) _____

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock Specifications for traffic line paint, water borne, glass beads, and pavement markers dated November 2009, at the prices indicated herein. ***The quantities shown below represent the anticipated needs of the City based upon past usage. It is only intended to give a reference quantity and does not guarantee a quantity to the Contractor for the duration of this contract.*** The term of the contract shall commence upon notification of award and continue for a period of twelve months.

TRAFFIC PAINT, WATER BORNE			
55 Gallon Drums	Annual Quantity	Unit Price per Gallon	Extended Price
Yellow	660 Gallons		
White	495 Gallons		
5 Gallon Buckets			
Yellow	320 Gallons		
White	480 Gallons		
Black	320 Gallons		
Green	25 Gallons		
Red	320 Gallons		
Stencil Coat 7075 A	10 Gallons		
Glass Beads 50 lb bag	20,000 lbs		
Pavement Markers Type 'AY'	4,000		
Other miscellaneous pavement marker at discount rate. Annual quantity 1,000	Type 'D' _____ Type 'H' _____ (Unit cost)	Type 'A' _____ Type 'G' _____ (Unit cost)	
Subtotal			\$
Sales Tax @ 7.375%			\$
Total Bid			\$

Delivery days: _____

Terms: _____

List any extra charges not described above: _____

The above price is net to the City, exclusive of Federal Excise Tax and inclusive of 8.375% California State and local sales and use tax and all delivery charges.

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount

A _____% discount is offered for payment within _____ days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

Company Information

Year firm established: _____ Number of employees: _____

City of Turlock Tax Certificate

Does your firm hold a City of Turlock Business Tax Certificate? Yes No

If yes, number: _____

Piggyback Contracting

Will your firm extend the same prices, terms and conditions to other public agencies?

Yes No

Compliance

Bidder, have you complied with the specifications, terms and conditions of this bid?

Yes _____ NO _____

A "NO" answer requires a detailed explanation giving reference to all deviations.

Addendums (if applicable):

Bidder acknowledges receipt of ADDENDUM NO. _____, _____, _____

Terms

Sales tax will be added at time of purchase.

Prices are F.O.B. Turlock.

Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

a) In connection with the execution of this agreement, CONTRACTOR shall not discriminate against any employee for applicant for employment because of age, race, religion, color, sex or nation origin. CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall also comply with requirement of Title VII of the Civil Rights Act of 1964 (P.L.88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

b) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Drug Free Workplace

Bidder/Contractor certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance

Contractor represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Contractor agrees that Contractor's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Contractor constitutes written notification to Contractor of City's rejection of any and all of Contractor order Acknowledgments, counter offers and change to the City's terms and conditions.

Contractor certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

Company Name

Signature of Authorized Representative

Federal Tax ID Number

(One original and one copy of the complete bid proposals are required)

ALL BIDS MUST BE SIGNED IN ORDER TO BE CONSIDERED

LATE BIDS WILL NOT BE ACCEPTED – NO EXCEPTIONS

REQUIRED

DATA

FORMS

List of Forms:

Bid Proposal Form, Exhibit 'A'

(One original and one copy of the complete bid proposals are required)

Exhibit 'B' References

(Must be submitted with bid proposal)

Exhibit 'C' Supplier Information Form

(Must be submitted with bid proposal)

Exhibit 'D' Local Vendor Preference

(Must be submitted with bid proposal, if applicable)

****Copy of City of Turlock Business License" (if applicable)***

(Doing business with the City of Turlock you must have a Turlock Business License)

****Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.***

EXHIBIT 'B' REFERENCES

Indicate below, or on a separate sheet, at least five (5) references from accounts similar in size. Be sure to include for each reference: an account name, contact person, telephone number, and how long you have had the account.

1. Account Name: _____
Address: _____
Contact Person/Title: _____
Phone Number: _____
Number of years servicing this account: _____

2. Account Name: _____
Address: _____
Contact Person/Title: _____
Phone Number: _____
Number of years servicing this account: _____

3. Account Name: _____
Address: _____
Contact Person/Title: _____
Phone Number: _____
Number of years servicing this account: _____

4. Account Name: _____
Address: _____
Contact Person/Title: _____
Phone Number: _____
Number of years servicing this account: _____

5. Account Name: _____
Address: _____
Contact Person/Title: _____
Phone Number: _____
Number of years servicing this account: _____

EXHIBIT 'C'
SUPPLIER INFORMATION FORM

1. Legal Name of Supplier _____

2. Supplier's Street Address: _____
Mailing _____

Address:

3. Supplier Business Telephone: _____

4. Supplier Fax Number: _____

5. Email Address: _____

6. Type of Business: Sole Proprietor Partnership Corporation

Other _____ if corporation, indicate State where incorporated.

7. Business License number issued by the City where the Supplier's principal place of business is located.

Number _____ issuing City.

8. Supplier Federal Tax Identification Number: _____

9. Emergency Contact Number: _____

10. Supplier Account Representative Information:

Name: _____

Phone Number: _____

Cell Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT 'D'

CITY OF TURLOCK

REQUEST FOR BID AND SPECIFICATION NO. 09-168

TRAFFIC LINE PAINT, GLASS BEADS AND PAVEMENT MARKERS

REQUEST FOR PREFERENCE

FOR

LOCAL BUSINESS

The City Council may in its discretion, grant qualified local vendors a bidding preference of three percent (3%) not to exceed a limit of Three Thousand and no 100ths (\$3,000.00) Dollars. For purposes of this section, a qualified local vendor is defined as any individual, partnership, or corporation which regularly maintains a place of business and an inventory of merchandise for sale within the corporate limits of the City and has obtained a business license issued by the City of Turlock. In addition to price, in determining the lowest responsible bidder, consideration will be given to quality and performance of the commodity to be purchased or service provided by the seller

Request for 3% local preference

Company Name: _____

Street Address: _____

Telephone Number: _____

Business License Number: _____

The Undersigned declares that the foregoing information is true and correct:

Print/Type Name: _____

Title: _____

Signature: _____

Date: _____