



INVITATION TO BID

Bid Number :	Bid Name: Pavement Marking and Striping
Bid Close Date:	Bid Close Time: 2:00 P.M., CST
Pre-Bid Meeting: None	Contact: Stephan Dueboay, Sr., Purchasing Agent 104 West Avenue E Midlothian, Texas 76065
FOR THIS BID	Email: stephan.dueboay@midlothian.tx.us
Insurance required? YES	Phone: 972-775-7106
Bid bonds required? No	Fax: 972-775-7107

CONTRACT


THE STATE OF TEXAS)
THE COUNTY OF ELLIS)

Know all men by these presents:

If this document is accepted by the City of Midlothian, the undersigned "vendor authorized agent" below agrees:

1. to perform all work in the City of Midlothian as per bid specifications attached hereto and made a part of for all purposes.
2. to be paid consideration by The City of Midlothian as set forth in the Bid tabulation, Exhibit "A", and Bid Specifications, Exhibit "B".
3. that any disputes will be resolved by a Court of Competent Jurisdiction in Ellis County, Texas.
4. to abide by all terms and conditions set forth in Exhibit "A".
5. to hold harmless the City from all costs or damages as to any claim that may be asserted against the City by any person or entity arising from the work to be performed by vendor, including reimbursement to the City of any reasonable and necessary attorney fees.

Acceptance of this bid by signature of the City Manager and the Authorized Agent Signature below will make this document a legally binding and fully executable contract between the City of Midlothian and the vendor below. In witness thereof, the parties to this contract and agreement have duly executed same as evidenced by their signatures affixed.


6/20/13
 Mayor / City Manager Signature Date


5-16-13
 Vendor Authorized Agent Signature Date

Company Name and Address	Company's authorized agent
Road Master Striping LLC 1301 SE McKinney Rice TX 75155	DINO VASQUEZ President Name and Title (typed or printed)
Telephone Number: 903-326-4530	Email Address: rozzana@roadmasterstriping.com
Fax Number: 903-326-4671	

VENDOR INFORMATION SHEET

Please Type or Print

Company Name	Road Master Striping		Contact Person	Rozzana Cobos	
Payment/Remit to Address:	1301 SE McKinney Rice TX 75155				
Mailing Address:	1301 SE McKinney Rice TX 75155				
Phone:	903-326-4530		Fax	903-326-4671	
Email:	Suggested (sales@ or bids@) rozzana@roadmasterstriping.com				
Website:					
Is your company a woman or minority owned business with at minimum 51% ownership?			Yes	No	
			X		
If Yes, Is your company certified? Please include a copy of your certificate with this bid package.			Yes	No	
			X		
Texas Certifying Agency	NCTRCA				
Certification #	HMD5563841213		Expiration Date:	12/31/13	
Will subcontractors be used for this project? If yes, please list certification information on a separate form and include a copy of certificate.			Yes	No	
				X	
Federal ID #:	Type of Business:	Corporation		Sole Proprietor	Partnership
41-2163160	Other:				
How did you hear about this project and where did you receive the document from? Please check appropriate box below					
Midlothian Mirror	Waxahachie Daily Light	DemandStar/Onvia	City of Midlothian Website	By Telephone from Purchasing Agent	Plan Room
					X
Plan Room Which One?	AMTEK				
Other:					
Cooperative (Inter-local) Agreements Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing apply? See General Terms and Conditions for further information.			Yes	No	
			X		
Comments:					



Disadvantaged Business Enterprise Certification

Road Master Striping, LLC

Disadvantaged Business Enterprise



has filed with the Agency an Affidavit as defined by 49 CFR Part 26 and is hereby certified
to provide service(s) in the following areas:

237310;

Highway, Street, and Bridge Construction; Pavement Markings;

This Certification is valid beginning December 2012 and superceded any registration or listing
previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time
there is a change in ownership or control of the firm, notification must be made immediately to the North Central Texas
Regional Certification Agency.

Certificate expiration December, 20 13

Issued date December, 20 12

CERTIFICATION NO.

HMDB55638Y1213


Certification Administrator

STATE RECIPROCAL REQUIREMENT

The City of Midlothian, as a local governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? TEXAS
2. Only if your principal place of business is not in the state of Texas, please indicate:
 - A. In which state is your principal place of business located? _____
 - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES NO
 - C. If "YES", what is that dollar increment or percentage? _____

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor: Road Master Striping LLC

Address: 1301 SE McKinney

City, State, Zip: Rice TX 75155

Signature of company official
authorizing this bid: Dino Vasquez

Printed Name: DINO VASQUEZ

Title: PRESIDENT

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)
Road Master Striping LLC

Check appropriate box: ☐ Individual/
Sole proprietor ☒ Corporation ☐ Partnership ☐ Other LLC ☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)
1301 SE McKinney

City, state, and ZIP code
Rice TX 75155

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
| | | | | | | |

or
Employer identification number
41-2163160

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person Rozana V. Cohen Date 5-16-13

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

STATE OF TEXAS – FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE

For A Vendor or Other Person Doing Business with the City of Midlothian

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose on this form the vendor name, person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, the questionnaire must be filed with the Purchasing Agent of the City of Midlothian not later than the 7th business day after the date the person becomes aware of the facts that require the statement to be filed.

Please return the completed form to City of Midlothian, Attn: Purchasing, 104 West Ave E, Midlothian, TX 76065.

See Section 176.006 of the Local Government Code for further details. Note: A person commits an offense (Class C misdemeanor) if the person violates Section 176.006.

A City of Midlothian employee or officer is defined as a member of the Midlothian City Council, Midlothian Economic Development Corporation Board of Directors, and any employee of the City that makes purchasing decisions or recommendations regarding the use of funds of the City or said corporations.

1. Please provide the following information:

Company Name:	Road Master Striping, LLC
Representative Name:	Rozzana V Cobos
Address / Phone:	1301 SE McKinney Rice TX 75155 903-326-4530

2. Check this box if you are filing an update to a previously filed questionnaire. ☐

3. Name of each employee, official, or contractor of the City of Midlothian who makes purchasing decisions or recommendations regarding the use of funds of the City or corporations listed above and describe the affiliation or business relationship with your firm.

Name	Affiliation or Business Relationship
N/A	

State of Texas-Conflict of Interest Form (CIQ)

Continued

Page 2

Complete item 4 below only if you have listed someone in item 3 on the previous page. This section must be completed for each officer with whom the vendor/business (filer) has an affiliation or other relationship. Attach additional pages, if necessary.

4. Name of City of Midlothian officer with whom the vendor/business has affiliation or business relationship.

N/A

A	Is the City of Midlothian employee or officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?	YES	NO
B	Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the City of Midlothian officer named in this section and the taxable income is not from the City of Midlothian?	YES	NO
C	Is the filer of this questionnaire affiliated with a corporation or other business entity that the City of Midlothian employee or officer serves as an officer or director, or hold an ownership of 10 percent or more?	YES	NO
D	Describe each affiliation or business relationship.		

5. Signature

Rozzana V Cobas
Signature of person doing business
with the City of Midlothian (filer)

5-16-13
Date

**FOR
BID INVITATION NO. 2013-07**

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Midlothian
Purchasing Department
104 West Avenue E
Midlothian, Texas 76065

N/A

Please check the items that apply:

- ☐ Do not sell the item(s) required.
- ☐ Cannot be competitive.
- ☐ Cannot meet the Specifications highlighted in the attached Bid.
- ☐ Cannot provide Insurance required.
- ☐ Cannot provide Bonding required.
- ☐ Cannot comply with Indemnification requirements.
- ☐ Job too large.
- ☐ Job too small.
- ☐ Do not wish to do business with the City.
- ☐ Other reason.
- _____
- _____

Company Name: _____

Authorized Officer or
Agent Signature: _____

Telephone Number: (____) _____

FAX Number: (____) _____

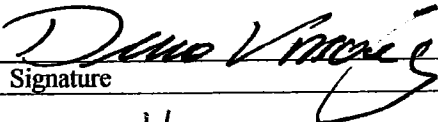
CITY OF MIDLOTHIAN
COOPERATIVE PURCHASING FORM
BID NUMBER 2013-07

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes X No _____

If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Midlothian will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Midlothian will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Midlothian will not be responsible for another Governmental Entity's debts. Each governmental entity will purchase materials and services as needed.

BY SIGNING BELOW YOU UNDERSTAND THAT YOU HAVE READ THE ABOVE COOPERATIVE PURCHASING GUIDELINES AND AGREE TO THE ENCLOSED TERMS AND CONDITIONS.

Company Name and Address	Company's Authorized Agent
Road Master Striping LLC	
1301 SE McKinney	Signature
Rice TX 75155	DINO VASQUEZ
Federal ID Number (TIN)	Name and Title (Typed or Printed)
or SSN and Name 41-2163160	President
Telephone No. 903-326-4530	Date 5-16-13
Fax No. 903-326-4671	Email address: dvr@roadmasterstriping.com

GENERAL TERMS & CONDITIONS

ACCESSIBILITY

The City of Midlothian City Hall Building is wheelchair accessible. For accommodations or sign interpretive services needed for proposal openings, please contact the City Secretary's Office 48 hours in advance at (972) 775-7101.

ADDENDA

Any interpretations, corrections or changes to this invitation to bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Midlothian Purchasing Agent. Addenda will be uploaded to Demand Star for distribution. Bidders that request a copy of an addendum can request a copy by contacting the Purchasing Division. **It is the responsibility of the vendor to check for addenda for each bid issued.** Bidders shall acknowledge receipt of all addenda. If the signed addenda is not received prior to the bid closing time and date of the bid, it will be considered non-compliant, regardless of the nature of the addendum.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City's Purchasing Agent. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID AWARD

The City reserves the right to award any combination of the sections as is deemed in the best interest of the City. The City also reserves the right to not award one or all sections.

BID CONSIDERATION / TABULATION

After bids are opened and publicly read, the bids will be tabulated for comparison on the basis of the bid prices and quantities (lowest responsible vendor) or by the best value. Until final award of the Contract the City reserves the right to reject any or all bids, to waive technicalities and to re-advertise for new bids, or propose to do the work otherwise in the best interests of the City.

The following items will be considered when an award is based on best value:

- The purchase price;
- The reputation of the bidder and of the bidder's goods or services;
- The quality of the bidders' goods or services.

BID PROTESTS

All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Agent within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary PRIOR to Council Award. All staff recommendations will be made available for public review 96 hours prior to consideration by the City Council.

BID SUBMISSION

Bids may be submitted in person or by mail. **Facsimile Transmittals Will Not Be Accepted.**

- Submit sealed bids in person to 104 West Avenue E, Midlothian, Texas, 76065
- Submit sealed bids via mail to 104 West Avenue E, Midlothian, Texas, 76065
- Bids will not be accepted in any format without a signature.
- The City is not responsible for mail service. If mail is delayed by the postal service, courier service, or in the internal mail system of the City of Midlothian beyond the date and hour set for the proposal opening, proposals thus delayed will not be considered and will be returned unopened.

Any proposal received after stated closing time will be returned unopened. If proposals are sent by mail to the Purchasing Agent, the proposer shall be responsible for actual delivery of the proposal to the Purchasing Agent before the advertised date and hour for opening of proposals.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing Agent and requesting Department to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CANCELLATION OF BIDS

Bids may be cancelled with 30 days written notice with good cause.

CHANGES OR ALTERATIONS

No part of this bid may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONFLICT OF INTEREST

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

CONTRACT CLAUSE

This bid, when properly accepted by the City of Midlothian, shall constitute a contract equally binding between the successful bidder and the City. No different or additional terms will become a part of this contract with the exception of change orders. The City of Midlothian reserves the right to add or remove items to this agreement as the needs of the City arise.

CONTRACT TERM

This contract shall be for an initial term of one (2) years beginning upon City Council approval. Three (1), one-year renewal periods will be available if both parties agree to contract renewal. Pricing will be reviewed each six months by the City and the vendor. Prices can be adjusted upward or downward at this time at a percentage not to exceed the effective change in the price index (CPI) for the previous twelve (12) months. If there are industry specific indexes that are more relevant to the industry involved in determining level of price increases, both the CPI and the specific industry indexes will be reviewed and utilized to determine possible pricing adjustments. If there are increases requested by the vendor, the vendor will be responsible for providing all information available to help the city determine pricing adjustments. At the City's discretion, the effective change rate shall be based on either/or the CPI local and national index rates and/or those industry-specific index average rates for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

DEFAULT

In case of default of the successful bidder, the city of Midlothian may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Midlothian, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The City of Midlothian considers delivery time to be that period elapsing from the time the individual order is placed until that order or work is received by the City at the specified delivery location. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by

the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. If the delay is unforeseen, the City has the right to extend delivery time if reason appears valid. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

DISCRIMINATION

The undersigned, in submitting this proposal, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age or sex in the performance of this contract.

ETHICS

The bidder shall not offer or accept gifts of any value nor enter into any business arrangement with any employee, official or agent of the City of Midlothian.

EXCEPTIONS / SUBSTITUTIONS

All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Midlothian reserves the right to accept any and all or none of the exceptions(s) / substitutions(s) deemed to be in the best interest of the City.

FISCAL YEAR

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

FUNDING OUT

The City operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor

LATE BIDS

Bids received in the City of Midlothian Purchasing Office after submission deadline will be considered void and unacceptable. The City of Midlothian is not responsible for late or non-delivery of mail, carrier, etc., and the date/time stamp at the City of Midlothian Receptionist station shall be the official time of receipt.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Agent immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The City of Midlothian supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

The City will consider special vendor pricing on discounts in exchange for City's willingness to participate in new product testing or promotion including ability of vendor to bring other potential customers to City job sites to demonstrate product. The amount of product

discount in exchange for these services should be clearly stated in the bid document. Any promotional strategies should be discussed with the Purchasing Agent and approved by the appropriate City Official(s) before submission of the bid.

PATENTS / COPYRIGHTS

The successful bidder agrees to protect the City of Midlothian from claims involving infringement of patents and/or copyrights.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Purchasing Agent the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the City of Midlothian to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. **Invoices shall be fully itemized with labor, materials and equipment provided.** Orders must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. **No partial payment will be made.**

Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

PROVISIONAL CLAUSES

The City of Midlothian will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City.

Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Purchasing Agent and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

TERMINATION OF CONTRACT

This contract shall remain in effect until the contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state the reasons for such cancellation. The City of Midlothian reserves the right to award canceled contract to the next lowest and best bidder as it deems to be in the best interest of the City.

TERMINATION FOR DEFAULT

The City of Midlothian reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Midlothian reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the City of Midlothian to exercise any or all of the following rights:

1. the City may take possession of the assigned premises and any fees accrued or becoming due to date;
2. the City may take possession of all goods, fixtures and materials of successful bidder and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due. The City shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that the City of Midlothian shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

VENUE, CHOICE OF LAW AND JURISDICTION

In the event that a dispute arises, both parties stipulate the dispute will be resolved by a court of Competent Jurisdiction located in Ellis County, Texas only and that laws of the State of Texas shall apply to all disputes. Clients responsibility under this contract shall substantially or wholly be performed in Ellis County, Texas. The parties further stipulate that jurisdiction of any dispute that arises from this contract is proper in Ellis County.

WAGES

Successful bidder shall pay or cause to be paid, without cost or expense to the City of Midlothian, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

WARRANTY

Successful bidder shall warrant that all items/ services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. A copy of the warranty for each item being bid must be enclosed.

INSURANCE REQUIREMENTS (IN THE MINIMUM OF)

The successful bidder shall submit evidence of required insurance on an original Acord certificate not later than fifteen (15) working days following bid award notification. Failure to submit the required document(s) may result in rescinding the award. The bid may thereafter be awarded to the next lowest bidder.

1. A certificate of insurance is not required at the time of the bid. However, an insurance certificate is required to be on file prior to the start of any work.
2. **Commercial General Liability:** \$500,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. This policy shall have no coverages removed by exclusions.
3. **Automobile Liability:** \$500,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
4. **Workers' Compensation and Employers' Liability:** Statutory. Employers Liability policy limits of \$100,000.00 for each accident, \$500,000.00 policy limit - Disease.

OTHER INSURANCE REQUIREMENTS

1. The City shall be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is canceled for non-payment of premium, only ten (10) days notice is required.
3. Insurance is to be placed with insurers with a Best rating of no less than AVII. The company must also be duly authorized to transact business in the State of Texas.
4. **Workers' Compensation and Employers' Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.
5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

**Finance Department/Purchasing Division - Bid No. 2013 - 07
City of Midlothian
104 W. Avenue E
Midlothian, Texas 76065**

6. **Workers' Compensation Insurance Coverage**
 - a. **Certificate of coverage ("certificate")** - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - b. **Duration of the project** - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
7. **Persons providing services on the project ("subcontractor" in Section 406.096)** - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies,

motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

8. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor
9. Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
10. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
11. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
12. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - a. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - b. no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - c. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
 - d. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
 - e. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
 - f. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of
 - (4) coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) obtain from each other person with whom it contracts, and provide to the contractor:
 - (6) a certificate of coverage, prior to the other person beginning work on the project; and a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (7) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

- (8) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (9) to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.
13. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
14. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

REFERENCE PAGE

Please list five government agencies that your company has done business with over the last two years.
Please list all government agencies that your company has done business with at the bottom of this form.

1. City of Farmers Branch Gary Spoerl
 COMPANY NAME CONTACT PERSON
13000 Wm Dobson Pkwy Farmers Branch TX 75381
 STREET ADDRESS CITY STATE ZIP
972-919-2615 gary.spoerl@farmersbranchtx.gov
 TELEPHONE NUMBER EMAIL ADDRESS
city maintenance contract pavement markings
 PRODUCTS CURRENTLY BEING USED
2. City of Mansfield Ernie Cunningham
 COMPANY NAME CONTACT PERSON
1200 E. Broad Mansfield TX 76063
 STREET ADDRESS CITY STATE ZIP
ernie.cunningham@mansfield-tx.gov
 CONTACT PERSON TELEPHONE NUMBER
furnish & install pavement markings 817-453-1137 x14
 PRODUCTS CURRENTLY BEING USED
3. City of Corsicana Terry Franks
 COMPANY NAME CONTACT PERSON
200 North 12th Corsicana TX 75110
 STREET ADDRESS CITY STATE ZIP
903-654-4884 tfranks@ci.corsicana.tx.us
 TELEPHONE NUMBER EMAIL ADDRESS
city maintenance contract - pavement markings
 PRODUCTS CURRENTLY BEING USED
4. Town of Highland Park Alan Aulenbach
 COMPANY NAME CONTACT PERSON
4700 Drexel Dr Highland Park TX 75205-3198
 STREET ADDRESS CITY STATE ZIP
214-559-9358 aaulenbach@hptx.org
 TELEPHONE NUMBER EMAIL ADDRESS
Road pavement markings
 PRODUCTS CURRENTLY BEING USED
5. City of Rowlett Robbin Webber
 COMPANY NAME CONTACT PERSON
4310 Industrial Rowlett TX 75088
 STREET ADDRESS CITY STATE ZIP
972-463-3913 rwebber@rowlett.com
 TELEPHONE NUMBER EMAIL ADDRESS
install pavement markings
 PRODUCTS CURRENTLY BEING USED

Government Agencies:

TXDOT
City of Rockwall
City of Carrollton
City of De Soto

The Colony
City of Weatherford
DART
NTTA

GENERAL SPECIFICATIONS

Pavement Marking Services

Purpose:

The purpose of this bid solicitation is to secure an annual services agreement for installing and maintaining various types of pavement markings. The successful bidder shall provide all materials, equipment and labor necessary for layout, surface preparation and installation or removal of specified pavement marking applications.

Quality of Work:

All work shall be done in accordance with the City of Midlothian's Standard Construction Details and Items 666, 672, 677 and 678 contained within the Texas Department of Transportation's "*Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*," 2004 edition, as amended.

All markings shall meet the requirements of the most recent version of the Texas Manual on Uniform Traffic Control Devices (Texas MUTCD).

Traffic Control:

All traffic control measures shall be in accordance with the most recent version of the Texas MUTCD. It shall be the contractor's responsibility to ensure that proper safety practices and procedures are in place at all times during the work, including but not limited to the use of proper signage, barricades, cones, and flaggers. In addition, all vehicular equipment utilized in the work shall be equipped with proper flashers/lights/strobes that must be in operation during the work.

Warranties:

Markings that are not properly applied due to faulty application methods or being placed in the wrong position or alignment shall be removed and replaced by the contractor at their expense. All defective materials shall be removed and replaced at the contractor's expense. All replacement shall be completed by the contractor within 30 calendar days of receiving written notice from the City.

Type of Pavement Marking Applications:

1. Type I Marking Materials (Hot Applied Thermoplastic) w/ Type II Marking as Sealer (concrete roadway surfaces only) and Type III drop-on glass beads
2. Type II Marking Materials (Traffic Paint) w/ Type III drop-on glass beads
3. Raised Pavement Markers

Pavement Marking and Marker Removal

Concrete Roadway Surfaces:

Type I Reflective Pavement Markings (100 mil) w/ Type II Sealer & Type III Drop-On Glass Beads	Unit	Qty	Unit Price	Extended Price
1. 4" solid white	LF	3,000	.75	2250.
2. 4" broken white - skips	LF	2,000	.75	1500.
3. 8" solid white	LF	1,000	1.50	1500.
4. 24" solid white	LF	400	7.50	3000.
5. 4" solid yellow	LF	5,000	.75	3750.
6. 4" broken yellow	LF	1,500	.75	1125.
7. 8" solid yellow	LF	500	1.50	750.
8. White "ONLY" word marking	EA	4	145 ⁰⁰	580.
9. White direction arrow	EA	4	135 ⁰⁰	540.
Total:				14,995.5

Asphalt Roadway Surfaces:

Type I Reflective Pavement Markings (100 mil) w/ Type III Drop-On Glass Beads	Unit	Quantity	Unit Price	Extended Price
1. 4" solid white	LF	3,000	.60	1800.
2. 4" broken white - skips	LF	2,000	.60	1200.
3. 8" solid white	LF	1,000	1.20	1200.
4. 24" solid white	LF	400	6.00	2400.
5. 4" solid yellow	LF	5,000	.60	3000.
6. 4" broken yellow	LF	1,500	.60	900.
7. 8" solid yellow	LF	500	1.20	600.
8. White "ONLY" word marking	EA	4	110.00	440.
9. White direction arrow	EA	4	100.00	400.
Total:				11,940.5

Concrete and Asphalt Roadway Surfaces:

Type II Reflective Pavement Markings:	Unit	Quantity	Unit Price	Extended Price
1. 4" solid white	LF	5,000	.40	2000.
2. 4" broken white - skips	LF	3,000	.40	1200.
3. 8" solid white	LF	1,500	.80	1200.
4. 24" solid white	LF	1,000	3.00	3000.
5. 4" solid yellow	LF	8,000	.40	3200.
6. 4" broken yellow	LF	2,500	.40	1000.
7. 8" solid yellow	LF	1,000	.80	800.
8. White "ONLY" word marking	EA	10	50.	500.
9. White direction arrow	EA	10	45.	450.

Total:

13,350.-

Raised Pavement Markers:	Unit	Quantity	Unit Price	Extended Price
1. Type II -A-A	EA	250	3.25	812.50
2. Type II-C-R	EA	250	3.25	812.50
3. Type II-B-B	EA	20	5.00	100.00
4. Type W	EA	100	2.75	275.00
5. Type Y	EA	100	2.75	275.00

Total:

2,275.-

Pavement Marking and Marker Removal:	Unit	Quantity	Unit Price	Extended Price
1. Eliminate 4" marking	LF	10,000	.50	5,000.
2. Eliminate 8" marking	LF	2,500	1.00	2,500.
3. Eliminate 24" marking	LF	1,000	3.00	3,000.
4. Eliminate word marking	EA	10	25.00	250.
5. Eliminate direction arrow	EA	10	35.00	350.

Total:

11,100.-

Notes:

- Quantities are approximate and may increase or decrease in the field. Payment will be based on final quantities determined by using the unit price bid.
- Pricing to include mobilization and insurance.