



Amendment No. 5  
to  
Contract No. GA130000002  
For  
Preformed Thermoplastic Marking Materials  
Between  
Flint Trading, Inc.  
and the  
City of Austin


1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	Flint Trading, Inc.	Ennis-Flint, Inc
Vendor Code	FLI888350	ENN7077715
FEIN		

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

3.0 This contract expired on October 11, 2018. This amendment was generated for administrative purposes so that payment can be made to the above-reference vendor.

**BY THE SIGNATURE** affixed below, this Amendment No. 5 is hereby incorporated into and made a part of the Contract.

  
Linell Goodin-Brown  
Contract Management Supervisor II  
City of Austin, Purchasing Office

12-19-18  
Date



Amendment No. 4  
to  
Contract No. GA130000002  
for  
Preformed Thermoplastic Marking Materials  
between  
Flint Trading Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 12, 2017 to October 11, 2018. No option will remain.
- 2.0 The total contract amount is increased by \$260,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/12/2012 – 10/11/2015	\$780,000.00	\$780,000.00
Amendment No. 1: Change Unit of Measure 04/29/2014	\$0.00	\$780,000.00
Amendment No. 2 Option 1 – Extension 10/12/2015 – 10/11/2016	\$260,000.00	\$1,040,000.00
Amendment No. 3 Option 2 – Extension 10/12/2016 – 10/11/2017	\$260,000.00	\$1,300,000.00
Amendment No. 4 Option 3 – Extension 10/12/2017 – 10/11/2018	\$260,000.00	\$1,560,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:                      10-10-17

Printed Name: Scott Seeley  
Authorized Representative  
Flint Trading Inc.  
115 Todd Court  
Thomasville, North Carolina 27360  
[cgentry@ennisflint.com](mailto:cgentry@ennisflint.com)  
336-475-6600

Sign/Date:                       
Linell Goodin-Brown, Contract Management Supervisor III  
City of Austin - Purchasing Office 10-13-17



Amendment No. 3  
to  
Contract No. GA130000002  
for  
Preformed Thermoplastic Marking Materials  
between  
Flint Trading Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 12, 2016 to October 11, 2017. One option will remain.
- 2.0 The total contract amount is increased by \$260,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/12/2012 – 10/11/2015	\$780,000.00	\$780,000.00
Amendment No. 1: Change Unit of Measure 04/29/2014	\$0.00	\$780,000.00
Amendment No. 2 Option 1 – Extension 10/12/2015 – 10/11/2016	\$260,000.00	\$1,040,000.00
Amendment No. 3 Option 2 – Extension 10/12/2016 – 10/11/2017	\$260,000.00	\$1,300,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:  12-5-16

Printed Name: Scott Seeley  
Authorized Representative  
Flint Trading Inc.  
115 Todd Court  
Thomasville, North Carolina 27360  
[cgentry@ennisflint.com](mailto:cgentry@ennisflint.com)  
336-475-6600

Sign/Date:  12/6/16

Gage Loots  
Corporate Purchasing Manager  
Austin Energy  
Purchasing Office  
721 Barton Springs Road  
Austin, Texas 78704



Amendment No. 2  
to  
Contract No. GA130000002  
for  
Preformed Thermoplastic Marking Materials  
between  
Flint Trading Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 12, 2015 to October 11, 2016. Two options will remain.
- 2.0 The total contract amount is increased by \$260,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/12/2012 – 10/11/2015	\$780,000.00	\$780,000.00
Amendment No. 1: Change Unit of Measure 04/29/2014	\$0.00	\$780,000.00
Amendment No. 2 Option 1 – Extension 10/12/2015 – 10/11/2016	\$260,000.00	\$1,040,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: [Signature] 1-8-16

Printed Name: Dane Alsbrook Scott Seeley, VP  
Authorized Representative  
Flint Trading Inc.  
115 Todd Court  
Thomasville, North Carolina 27360  
[cqentry@ennisflint.com](mailto:cqentry@ennisflint.com)  
336-475-6600

Sign/Date: [Signature] 1/15/16

Linell Brown  
Contract Compliance Supervisor  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701





Amendment No. 1  
to  
Contract No. GA130000002  
for  
Preformed Thermoplastic Marking Materials  
between  
Flint Trading Inc.  
and the  
City of Austin

1.0 The City hereby amends the contract to change unit of measure for line items of the contract.

<u>Line item</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Price</u>	<u>Action</u>
1	4' x 4' 125 Mil Black & White Pedicab Sign	EA	\$247.00	Delete
2	Beaded White 125 Mil 8' "ONLY" Legend FHWA Letters	EA	\$108.00	Delete
3	Beaded White 125 Mil 8' "MERGE" Legend FHWA	EA	\$258.38	Delete
4	Beaded White 125 Mil 3' x 5' Sharks Teeth	EA	\$ 38.78	Delete
5	Non-Beaded White 125 Mil 12' Reversible Drop Lane Arrow	EA	\$209.25	Delete
17	Beaded 125 Mil White 16' x 20' Narrow RxR Kit(1 - X & 2 - R)	EA	\$246.64	Delete
36	4' x 4' 125 Mil Black & White Pedicab Sign	PK	\$247.00	ADD
37	Beaded White 125 Mil 8' "ONLY" Legend FHWA Letters	PK	\$108.00	ADD
38	Beaded White 125 Mil 8' "MERGE" Legend FHWA	PK	\$258.38	ADD
39	Beaded White 125 Mil 3' x 5' Sharks Teeth (4 per pack)	PK	\$155.12	ADD
40	Non-Beaded White 125 Mil 12' Reversible Drop Lane Arrow	PK	\$209.25	ADD
41	Beaded 125 Mil White 16' x 20' Narrow RxR Kit(1 - X & 2 - R)	PK	\$246.64	ADD

2.0 The total contract authorization is recapped below:

Term	Contract Amount for the Term	Total Contract Amount
Basic Term: 10/12/2012 – 10/11/2015	\$780,000.00	\$780,000.00
Amendment No. 1: Change Unit of Measure	\$0.00	\$780,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: \_\_\_\_\_

Authorized Representative Name: Dane Alsabrook  
Flint Trading Inc. Assistant Vice President  
115 Todd Ct  
Thomasville, NC 27360

4/29/2014

Date \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Georgia L. Billela  
Buyer II  
City of Austin  
Purchasing Office

Date \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

City of Austin  
Purchasing Office

Date \_\_\_\_\_



**Financial and Administrative Service Department  
Purchasing Office**  
P.O. Box 1088, Austin, Texas, 78767

October 12, 2012

Jessica Townsend  
Flint Trading Inc.  
115 Todd Court  
Thomasville, NC 27360

Dear Ms. Townsend:

The City of Austin has approved the award and execution of a contract with your company for  
Preformed Thermoplastic Marking Materials.

Responsible Department:	Transportation Department
Department Contact Person:	Ericka Nowicki
Department Contact Email:	<a href="mailto:Ericka.Nowicki@austintexas.gov">Ericka.Nowicki@austintexas.gov</a>
Department Contact Telephone:	(512) 974-4067
Project Name:	Preformed Thermoplastic Marking Materials
Contractor Name:	Flint Trading Inc.
Contract Number:	GA130000002
Contract Period:	10/12/12 – 10/11/15
Initial Contract Period Amount	\$260,000
Extension Options:	Three, 12-month extension options
Requisition Number:	2400 12062100424
Solicitation Number:	IFB EAG0216
Agenda Item Number:	56
Council Approval Date:	10/11/12

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,

Erin Grace,  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
Flint Trading Inc. ("Contractor")  
for  
Thermoplastic Pavement Marking Materials  
GA130000002**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Flint Trading Inc. having offices at Thomasville, NC 27360 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number EAG0216.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), EAG0216 including all documents incorporated by reference
- 1.1.3 Flint Trading Inc.'s Offer, dated 7/27/12, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications

**1.3 Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

**1.4 Term of Contract.** The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.5 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$780,000 for the initial Contract term and \$260,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.


This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be

altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**CITY OF AUSTIN**

Printed Name of  
Authorized Person: Erin Grace


Signature: 

Title: Buyer II

Date 10/11/12

**CITY OF AUSTIN**

Printed Name of  
Authorized Person: Stephen T. Aden

Signature: 

Title: Corporate Purchasing Manager

Date 10/12/12

TX Corporate Office  
5910 N. Central Expressway  
Suite 1050  
Dallas, TX 75206  
Phone: 800.331.8118



NC Corporate Office  
115 Todd Court  
Thomasville, NC 27360  
Phone: 336.475.6600  
sales@flintrtrading.com

July 27, 2012

Ms. Erin Grace  
City of Austin, Purchasing Office  
Municipal Building  
124 W. 8<sup>th</sup> Street, Rm 310  
Austin, TX 78701

Reference: Solicitation No. EAG0216 Thermoplastic Pavement Marking Materials

Dear Ms. Grace,

Thank you for allowing Flint Trading, Inc., doing business as Ennis-Flint, the opportunity to quote you on our PreMark<sup>™</sup> Preformed Thermoplastic Pavement Markings. Please find attached our completed response for Solicitation No. EAG0216 Thermoplastic Pavement Marking Materials. I trust this quote will meet with your approval.

Please note that Flint Trading, Inc. and Ennis Traffic Safety Solutions merged in April 2012 to form Ennis-Flint. Though we are doing business as Ennis-Flint, we are continuing to operate as separate legal entities at the present time. As such, there have been no changes with regards to our federal tax ID number and we are therefore filing a response as Flint Trading, Inc. All correspondence, purchase orders, contracts, payments etc. should continue to be remitted to Flint Trading, Inc.

Please do not hesitate to contact me at (336) 475-6600 or via e-mail at sales@flintrtrading.com should you have any questions or if I can be of any assistance. Thank you for considering Flint Trading, Inc. We look forward to serving the City of Austin.

Sincerely,

A handwritten signature in blue ink that reads "Jessica Townsend".

Jessica Townsend  
Contract Administrator

Enclosure(s)



# CITY OF AUSTIN, TEXAS

## Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

SOLICITATION NO: EAG0216

COMMODITY/SERVICE DESCRIPTION: Thermoplastic Pavement  
Marking Materials

DATE ISSUED: July 9<sup>th</sup>, 2012

REQUISITION NO.: 12062100424

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 55072, 55036

LOCATION: N/A

FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT:

BID DUE PRIOR TO: Wednesday, August 1<sup>st</sup>, 2012, 2:00 PM, local  
time

Erin Grace

Buyer I

Phone: (512) 972-4017

BID OPENING TIME AND DATE: Wednesday, August 1<sup>st</sup>, 2012, 2:15  
PM, local time

LOCATION: MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 310, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select  
this link:

<http://www.austintexas.gov/departments/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

### SUBMIT 1 ORIGINAL AND 1 SIGNED COPY OF OFFER

#### OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.

  
Signature of Person Authorized to Sign Offer

Daniel L. Lang, VP Marketing & Customer Support  
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [REDACTED]

Date: July 27, 2012

Company Name: Flint Trading, Inc.

Address: 115 Todd Court

Email Address: sales@flinttrading.com

City, State, Zip Code Thomasville, NC 27360

Phone No. ( 336 ) 475-6600

Fax No. ( 336 ) 475-7900

## Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See <a href="http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS">http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS</a> *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SPECIFICATIONS	2
0600	BID SHEET	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM	2
0700	REFERENCE SHEET	1
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1
N/A	Attachment A	1
N/A	Attachment B	1

All other Sections may be viewed at: [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm)

### **RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER\*\***

- Cover Page                      Offer Sheet
- Section 0600                   Bid Sheet(s)
- Section 0605                   Local Business Presence Identification Form
- Section 0700                   Reference Sheet
- Sections 0800 - 0835        Certifications and Affidavits
- Section 0900                   MBE/WBE Procurement Program Package or No Goals Utilization Plan

**\*\* See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**\* INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

***It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.***

***All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.***

**Bid Sheet**  
**City of Austin**  
**Thermoplastic Pavement Marking Materials**

BID NO.	EAG0216
RX NO.	2400 12062100424
DATE:	7/9/2012
BUYER:	Erin Grace

**Special Instructions:** Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.


ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	4' x 4' 125 Mil Black & White Pedicab Sign - Area: 16 SQ. FT * see attachment A	75	EACH	\$ 247.00	\$ 18,525.00
2	Beaded White 125 Mil 8" "ONLY" Legend FHWA Letters	200	EACH	\$ 108.00	\$ 21,600.00
3	Beaded White 125 Mil 8" "MERGE" Legend FHWA Letters	30	EACH	\$ 258.38	\$ 7,751.40
4	Beaded White 125 Mil 3' x 5' Sharks Teeth * see attachment B	100	EACH	\$ 38.78	\$ 3,878.00
5	Non-Beaded White 125 Mil 12' Reversible Drop Lane Arrow	60	EACH	\$ 209.25	\$ 12,555.00
6	Non-Beaded White 125 Mil 8' Reversible Turn Arrow (2 per Pack)	200	PACK	\$ 179.99	\$ 35,998.00
7	Beaded White 125 Mil 9'10" Straight Arrow (2 per Pack)	100	PACK	\$ 155.12	\$ 15,512.00
8	Beaded 125 Mil 12" White Line (30 feet/pack)	100	PACK	\$ 86.49	\$ 8,649.00
9	Beaded 125 Mil 4" White Line (60 feet/pack)	50	PACK	\$ 57.85	\$ 2,892.50
10	Beaded 125 Mil 4" Yellow Line (60 feet/pack)	30	PACK	\$ 60.95	\$ 1,828.50
11	125 Mil 4" Blackout Material (60 feet/pack)	50	PACK	\$ 81.98	\$ 4,099.00
12	Skid Resistant 90 Mil White 39" x 111" Left Bike/Chevron (2 per Pack)	50	PACK	\$ 229.40	\$ 11,470.00
13	Skid Resistant 90 Mil Blue and White 48" Handicap Kit (2 per Pack)	15	PACK	\$ 187.36	\$ 2,810.40
14	Skid Resistant 90 Mil White 4' x 2' Left Bike Lane Symbol (5 per Pack)	40	PACK	\$ 306.03	\$ 12,241.20
15	Skid Resistant 90 Mil White 3'7" x 12" Left Bicycle Loop Detector (5 per Pack)	40	PACK	\$ 340.88	\$ 13,635.20
16	Skid Resistant 90 Mil White 6' x 2'4" Bike Lane Straight Arrow (2 per Pack)	150	PACK	\$ 76.32	\$ 11,448.00
17	Beaded 125 Mil White 16' x 20' Narrow RxR Kit (1 - X & 2 - R)	30	EACH	\$ 246.64	\$ 7,399.20
18	Skid Resistant 90 Mil 2' x 3' Light Green Line (15 feet/pack)	20	PACK	\$ 127.58	\$ 2,551.60
19	125 Mil Beaded or Skid Resistant Single Color Custom Specialty Marking that is 4 SQ. FT or less in Overall Size - Includes Design Fees	200	SQ. FT	\$ 18.80	\$ 3,760.00
20	125 Mil Beaded or Skid Resistant Single Color Custom Specialty Marking that is Greater Than 4 SQ. FT in Overall Size - Includes Design Fees	200	SQ. FT	\$ 17.60	\$ 3,520.00
21	125 Mil Beaded or Skid Resistant Two Color Two Layer Stencil Custom Specialty Marking that is 4 SQ. FT or less in Overall Size - Includes Design Fees	150	SQ. FT	\$ 21.70	\$ 3,255.00

22	125 Mil Beaded or Skid Resistant Interconnected Custom Specialty Marking Containing 3 or less Colors that is 16 SQ. FT or less in Overall Size - Includes Design Fees	150	SQ. FT	\$ 23.40	\$ 3,510.00
23	125 Mil Beaded or Skid Resistant Interconnected Custom Specialty Marking Containing 3 or less Colors that is Greater Than 16 SQ. FT in Overall Size - Includes Design Fees	150	SQ. FT	\$ 20.80	\$ 3,120.00
24	125 Mil Beaded or Skid Resistant Interconnected Custom Specialty Marking Containing 4 to 6 Colors that is less 16 SQ. FT or less in Overall Size - Includes Design Fees	150	SQ. FT	\$ 25.20	\$ 3,780.00
25	125 Mil Beaded or Skid Resistant Interconnected Custom Specialty Marking Containing 4 to 6 Colors that is Greater Than 16 SQ. FT in Overall Size - Includes Design Fees	150	SQ. FT	\$ 22.50	\$ 3,375.00
26	Beaded 125 Mil White 9'10" Straight Arrow with 4" Black Contrast Border (1 each per pack)	20	PACK	\$ 199.35	\$ 3,987.00
27	Beaded 125 Mil White 8' Right Turn Arrow with 4" Black Contrast Border (1 each per pack)	20	PACK	\$ 183.15	\$ 3,663.00
28	Beaded 125 Mil White 8' Left Turn Arrow with 4" Black Contrast Border (1 each per pack)	20	PACK	\$ 183.15	\$ 3,663.00
29	Beaded 125 Mil White 8' Right/Straight Combination Arrow with 4" Black Contrast Border (1 each per pack)	20	PACK	\$ 369.18	\$ 7,383.60
30	Beaded 125 Mil White 8' Left/Straight Combination Arrow with 4" Black Contrast Border (1 each per pack)	20	PACK	\$ 369.18	\$ 7,383.60
31	Beaded 125 Mil 4" White Line with 1.5" Black Contrast Border (45LF per pack)	30	PACK	\$ 133.47	\$ 4,004.10
32	Beaded 125 Mil 12" White Line with 1.5" Black Contrast Border (45LF per pack) ***Exception 30LF per pack***	30	PACK	\$ 240.48	\$ 7,214.40
TOTAL BID				\$	256,462.70

THE CITY MAY WISH TO PURCHASE ITEMS NOT LISTED ON THIS BID SHEET. PLEASE LIST THE PERCENTAGE DISCOUNT FROM MSRP OFFERED TO THE CITY FOR ANY ADDITIONAL PRODUCTS OFFERED. Standard items shall be discounted at a price equivalent to twenty-five percent (25%) off of the submitted price list. Standard items include those products shown on page 2 through the top half of page 5 (excludes Bike Contrast Panels/Bike Boxes) and the 5" by 5" RPM Adhesives shown on page 7 of the submitted price list. Specialty markings and accessories shall be discounted at a price equivalent to ten percent (10%) off of the submitted price list. Specialty items and accessories include those products shown on the bottom half of page 5 through page 7 of the submitted price list.

DELIVERY METHOD: Third-Party Carrier

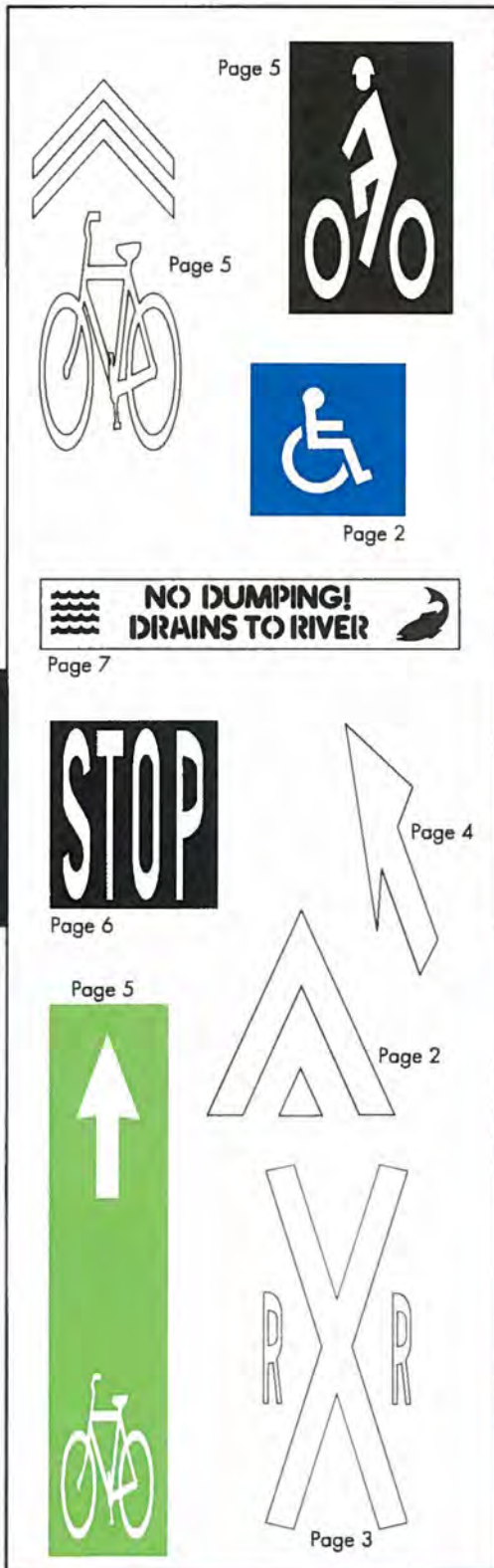
COMPANY NAME: Fiint Trading, Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

EMAIL: sales@fiinttrading.com

PHONE: (336) 475-6600





## PREFORMED THERMOPLASTIC PAVEMENT MARKINGS

# PRICE LIST

Effective January 1, 2012

Subject to change without notice.

Solicitation No: EAG0216

Discount: Standard items shall be discounted at a price equivalent to twenty-five percent (25%) off of the submitted price list. Standard items include those products shown on page 2 through the top half of page 5 (excludes Bike Contrast Panels/Bike Boxes) and the 5" by 5" RPM Adhesives shown on page 7 of the submitted price list. Specialty markings and accessories shall be discounted at a price equivalent to ten percent (10%) off of the submitted price list. Specialty items and accessories include those products shown on the bottom half of page 5 through page 7 of the submitted price list.

Flint Trading, Inc.  
Phone: (336) 475-6600  
Fax: (336) 475-7900  
sales@flintrading.com  
www.flintrading.com  
115 Todd Court  
Thomasville, NC 27360



# PRICE LIST

Prices valid from January 1, 2012

Visit [www.flinttrading.com](http://www.flinttrading.com) to view the photo gallery

Other designs and colors of lines, legends, arrows, and markings are available.  
Please call us at (336) 475-6600 for more information about items not listed in this price catalog.

First-time applicators should contact Flint Trading for product support and free on-site training.

**PreMark® is a "No Preheat" type of material:** No preheating of the road surface to a given temperature is required

(Based on Section 9.3.7 of The Institute of Transportation Engineers (ITE) Traffic Control Devices Handbook)



PreMark® Lines									125 MIL
DESCRIPTION	Size Imperial	Size Meters	Item Number	Unit Price/Ft.	Linear Ft. / Qty. Per Pack	Price Per Pack	Sq. Ft. Per Pack	Weight Per Pack	Remarks
Lines Black	2" x 3'	.05 x .91	89434080BKHS	\$ 1.00	120ft /36.59m	<b>\$120.00</b>	20 sq ft	26 lbs	Stair Strips
Lines White	4" x 3'	.10 x .91	PM600100	\$ 1.80	90ft /27.43m	<b>\$162.00</b>	30 sq ft	38 lbs	
Lines Yellow	4" x 3'	.10 x .91	PM600101	\$ 1.91	90ft /27.43m	<b>\$171.90</b>	30 sq ft	38 lbs	
Lines Blue	4" x 3'	.10 x .91	PM600107	\$ 1.91	90ft /27.43m	<b>\$171.90</b>	30 sq ft	38 lbs	
Lines Red	4" x 3'	.10 x .91	PM600108	\$ 2.08	90ft /27.43m	<b>\$187.20</b>	30 sq ft	38 lbs	
Lines Orange	4" x 3'	.10 x .91	PM600109	\$ 2.08	90ft /27.43m	<b>\$187.20</b>	30 sq ft	38 lbs	
Lines White	4" x 2'	.10 x .61	8433070	\$ 1.80	60ft /18.28m	<b>\$108.00</b>	20 sq ft	25 lbs	Mini Skips
Lines White	5" x 3'	.12 x .91	8432072	\$ 2.39	60ft /18.28m	<b>\$143.40</b>	25 sq ft	30 lbs	
Lines White	6" x 3'	.15 x .91	8432061	\$ 2.70	60ft /18.28m	<b>\$162.00</b>	30 sq ft	38 lbs	
Lines Yellow	6" x 3'	.15 x .91	8432061Y	\$ 2.83	60ft /18.28m	<b>\$169.80</b>	30 sq ft	38 lbs	
Lines White	8" x 3'	.20 x .91	PM600102	\$ 3.59	45ft /13.72m	<b>\$161.60</b>	30 sq ft	38 lbs	
Lines Yellow	8" x 3'	.20 x .91	PM600103	\$ 3.85	45ft /13.72m	<b>\$173.30</b>	30 sq ft	38 lbs	
Lines White	8" x 2'	.20 x .61	8433062	\$ 3.60	60ft /18.28m	<b>\$216.00</b>	40 sq ft	48 lbs	Mini Skips
Lines White	12" x 3'	.30 x .91	8431064	\$ 5.41	30ft /9.14m	<b>\$162.30</b>	30 sq ft	38 lbs	
Lines Yellow	12" x 3'	.30 x .91	8431064Y	\$ 5.65	30ft /9.14m	<b>\$169.50</b>	30 sq ft	38 lbs	
Lines White	16" x 3'	.40 x .91	8431065	\$ 7.21	30ft /9.14m	<b>\$216.30</b>	40 sq ft	50 lbs	
Lines White	18" x 3'	.45 x .91	8431067	\$ 8.11	30ft /9.14m	<b>\$243.30</b>	45 sq ft	55 lbs	
Lines White	24" x 3'	.61 x .91	8430566	\$10.81	15ft /4.57m	<b>\$162.20</b>	30 sq ft	38 lbs	
Lines Yellow	24" x 3'	.61 x .91	8430566Y	\$11.30	15ft /4.57m	<b>\$169.50</b>	30 sq ft	38 lbs	

Non-beaded linear material is available.

**ViziGrip® can be added without any extra cost; please state preference at time of order**

ViziGrip® is a unique feature of PreMark® designed to ensure that skid resistance and retroreflectivity are maximized especially where loss of traction in wet conditions is of major concern. ViziGrip® can be added to any of the PreMark® lines, legends, arrows, and other designs in 90-mil and 125-mil thicknesses. For enhanced skid/slip resistance, Flint Trading recommends using PreMark® with ViziGrip® in areas with pedestrian and cyclist traffic such as crosswalks, bike paths as well as parking facilities using PreMark® for lines, legends, arrows, accessibility symbols, and word legends.

PreMark® Yield Markings/Hump Markings							125 MIL
DESCRIPTION	Size Imperial	Size Meters	Item Number	Qty. Per Pack	Price Per Pack	Weight Per Pack	Remarks
Yield Line (Shark's Teeth)	12" x 18"	.30 x .46	8232503	25	<b>\$272.80</b>	27 lbs	FHWA Standard
Yield Line (Shark's Teeth)	16" x 24"	.40 x .61	8231006	10	<b>\$181.20</b>	24 lbs	FHWA Standard
Yield Line (Shark's Teeth)	24" x 36"	.61 x .91	8231002	10	<b>\$207.80</b>	30 lbs	FHWA Standard
Yield Ahead Triangle	6' x 13'	1.8 x 4.0	8230112HS	1	<b>\$211.50</b>	35 lbs	FHWA Standard
Yield Ahead Triangle	6' x 20'	1.8 x 6.1	8230111HS	1	<b>\$296.50</b>	42 lbs	FHWA Standard
Speed Hump Marking	6' x 6'	1.8	8230126HS	2	<b>\$148.90</b>	16 lbs	FHWA Standard



PreMark® Handicap Markings with ViziGrip®							90 MIL
DESCRIPTION	Size Imperial	Size Meters	Item Number	Quantity Per Pack	Price Per Pack	Weight Per Pack	Remarks
Handicap Symbol White	28"	0.71	89230536HS	5	<b>\$266.00</b>	25 lbs	FHWA/ADA
Handicap Symbol Blue	28"	0.71	89230536BHS	5	<b>\$266.00</b>	25 lbs	FHWA/ADA
Handicap Kit White on Blue	40" x 40"	1.01 x 1.01	89230237HS	2	<b>\$250.80</b>	30 lbs	FHWA/ADA
Handicap Kit White on Blue	45" x 45"	1.1 x 1.1	89230232HS	2	<b>\$305.50</b>	35 lbs	Caltrans (Calif.)
Handicap Kit White on Blue	48" x 48"	1.25 x 1.25	89230230HS	2	<b>\$320.90</b>	39 lbs	
Lines Blue	4" x 3'	.10 x .91	PM600200	90 linear ft	<b>\$166.50</b>	32 lbs	





PreMark <sup>®</sup> Legends							125 MIL
DESCRIPTION	Letter Height	Letter H. (metric)	Item Number	Quantity Per Pack	Price Per Pack	Weight Per Pack	Remarks
"AHEAD"	8 ft.	2.5	8130106	1	\$336.00	41 lbs	FHWA Standard
"BUMP"	8 ft.	2.5	8130145	1	\$247.80	34 lbs	FHWA Standard
"BUS"	8 ft.	2.5	8130117	1	\$199.50	30 lbs	FHWA Standard
"CLEAR"	8 ft.	2.5	8130129	1	\$280.90	41 lbs	FHWA Standard
"EAST"	8 ft.	2.5	81301062	1	\$240.00	34 lbs	FHWA Standard
"EXIT"	8 ft.	2.5	8130120	1	\$240.00	34 lbs	FHWA Standard
"KEEP"	8 ft.	2.5	8130128	1	\$266.30	34 lbs	FHWA Standard
"LANE"	8 ft.	2.5	8130113	1	\$249.10	34 lbs	FHWA Standard
"LEFT"	8 ft.	2.5	8130109	1	\$240.00	34 lbs	FHWA Standard
"MERGE"	8 ft.	2.5	8130116	1	\$344.50	41 lbs	FHWA Standard
"MPH"	8 ft.	2.5	8130115	1	\$199.50	30 lbs	FHWA Standard
"NORTH"	8 ft.	2.5	81301012	1	\$329.70	41 lbs	FHWA Standard
"ONLY"	8 ft.	2.5	8130102	1	\$242.00	34 lbs	FHWA Standard
"PED"	8 ft.	2.5	8130114	1	\$199.50	30 lbs	FHWA Standard
"RIGHT"	8 ft.	2.5	8130108	1	\$262.80	41 lbs	FHWA Standard
"R X R" Kit FHWA	20' x 8'	6 x 2.5	PMK8130103A	1	\$463.40	79 lbs	FHWA Standard
"R"	6'6"	2	8130203	2	\$139.10	17 lbs	Narrow
"R X R" Kit Narrow	20' x 6'6"	6 x 1.98	PMK8130103A-SP1	1	\$463.40	75 lbs	FHWA Standard
"SIGNAL"	8 ft.	2.5	8130105	1	\$336.00	45 lbs	FHWA Standard
"SCHOOL"	10 ft.	3	8120100	1	\$485.30	65 lbs	FHWA Standard
"SCHOOL"	8 ft.	2.5	8110101	1	\$376.70	52 lbs	FHWA Standard
"SCHOOL" YELLOW	8 ft.	2.5	8110101Y	1	\$391.40	52 lbs	CALTRANS
"SLOW"	8 ft.	2.5	8130110	1	\$240.00	34 lbs	FHWA Standard
"SLOW" YELLOW	8 ft.	2.5	8130110Y	1	\$251.40	34 lbs	CALTRANS
"SOUTH"	8 ft.	2.5	81301013	1	\$329.70	41 lbs	FHWA Standard
"STOP"	8 ft.	2.5	8130104	1	\$240.00	34 lbs	FHWA Standard
"WEST"	8 ft.	2.5	8130125	1	\$250.50	34 lbs	FHWA Standard
"XING"	8 ft.	2.5	8130107	1	\$252.70	33 lbs	FHWA Standard
"XING" YELLOW	8 ft.	2.5	8130107Y	1	\$258.60	33 lbs	CALTRANS
"YIELD"	8 ft.	2.5	8130127	1	\$262.60	41 lbs	FHWA Standard
"NO PARKING"	12"	.30	89180135HS	1	\$123.90		White* - Series B
"FIRE LANE"	12"	.30	89180121HS	1	\$109.40		White* - Series B

The above dimensions are nominal sizes; package inserts include detailed dimensions and letter spacing.

\* Also available in red and yellow.

PreMark <sup>®</sup> Letters and Numbers						
DESCRIPTION	Size Imperial	Size Meters	Item Number	Quantity Per Pack	Unit Price	Remarks
Individual Letters or Numbers	4 ft.	1.25	8150002-(# or ltr)	1	\$ 54.70	FHWA Standard - 125 mil
Individual Letters or Numbers	8 ft.	2.5	8130002-(# or ltr)	1	\$ 69.30	FHWA Standard - 125 mil
Individual Letters or Numbers	10 ft.	3	8120002-(# or ltr)	1	\$ 87.50	FHWA Standard - 125 mil
Individual Letters or Numbers	6 in.	.15	89190002HS-(# or ltr)	1	\$ 11.35	Series B - 90 mil ViziGrip
Individual Letters or Numbers	12 in.	.30	89180102HS-(# or ltr)	1	\$ 14.30	Series B - 90 mil ViziGrip
Individual Letters or Numbers	24 in.	.61	89160002HS-(# or ltr)	1	\$ 31.60	Series B - 90 mil ViziGrip

A B C D E F G H I J K L M  
N O P Q R S T U V W X Y Z  
1 2 3 4 5 6 7 8 9 0

FHWA Letters/Numbers; Complies with MUTCD

A B C D E F G H I J K L M  
N O P Q R S T U V W X Y Z  
1 2 3 4 5 6 7 8 9 0

FHWA Series B Letters/Numbers

X  
ONLY  
SCHOOL  
STOP  
XING

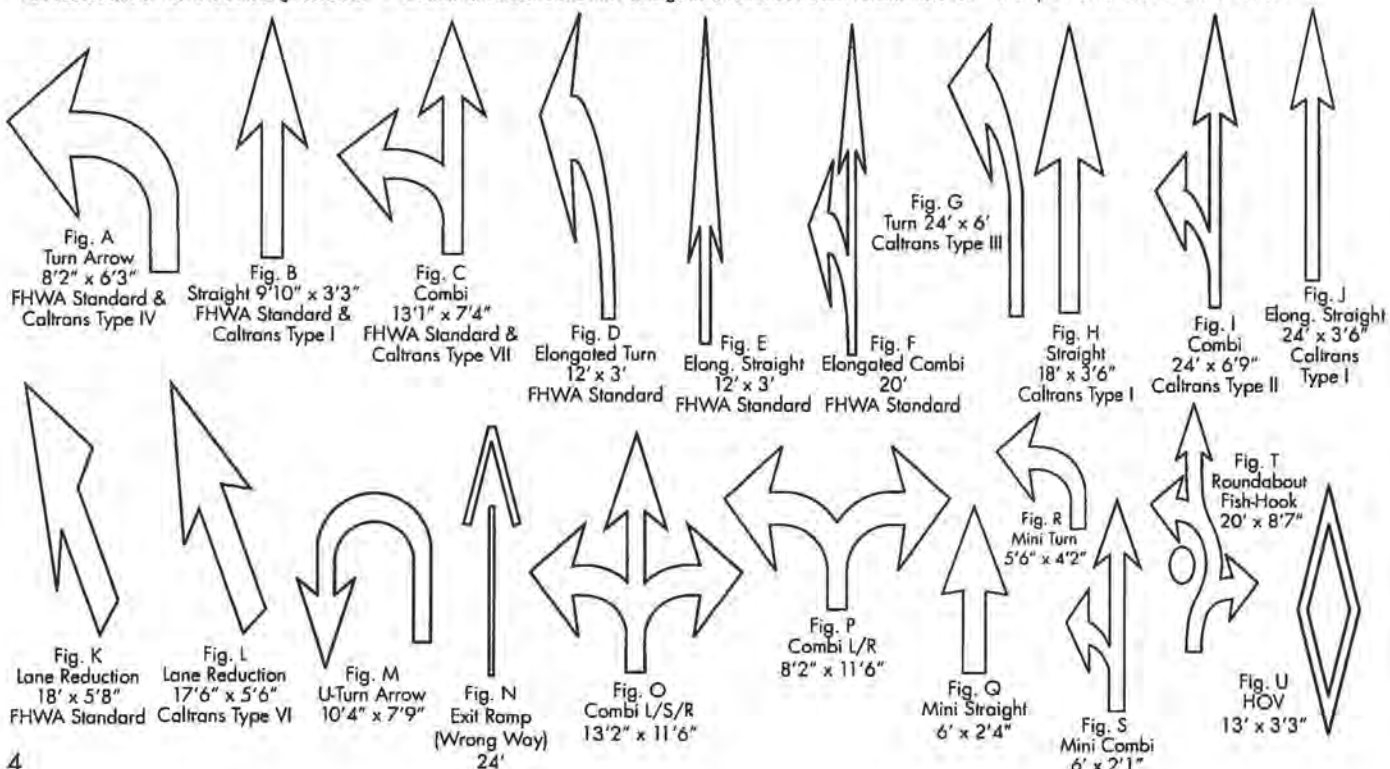
Example illustrations  
not drawn to scale

# PreMark® Arrows

125 MIL

Fig	DESCRIPTION	Size Imp (l x w)**	Size Mtrs (l x w)	Item Number	Qty Per Pack	Price Per Pack	Weight Per Pack	Remarks
A	Turn Arrow Standard Rev*	8'2" x 6'3"	2.5 x 1.9	8330241NB	2	\$338.10	54 lbs	FHWA Std / Caltrans Type IV
A	Turn Arrow Standard Left	8'2" x 6'3"	2.5 x 1.9	8330241L	2	\$338.10	54 lbs	FHWA Std / Caltrans Type IV
A	Turn Arrow Standard Right	8'2" x 6'3"	2.5 x 1.9	8330241R	2	\$338.10	54 lbs	FHWA Std / Caltrans Type IV
B	Straight Arrow Standard	9'10" x 3'3"	3 x 1	8330240	2	\$291.50	34 lbs	FHWA Std / Caltrans Type I
C	Combi Arrow Standard Rev*	13'1" x 7'4"	4 x 2.24	8330142NB	1	\$305.80	38 lbs	FHWA Std / Caltrans Type VII
C	Combi Arrow Standard Left	13'1" x 7'4"	4 x 2.24	8330142L	1	\$305.80	38 lbs	FHWA Std / Caltrans Type VII
C	Combi Arrow Standard Right	13'1" x 7'4"	4 x 2.24	8330142R	1	\$305.80	38 lbs	FHWA Std / Caltrans Type VII
D	Turn Arrow Elongated Rev*	12' x 3'	3.66 x .91	8330247NB	2	\$339.00	26 lbs	FHWA Standard
D	Turn Arrow Elongated Left	12' x 3'	3.66 x .91	8330247L	2	\$339.00	26 lbs	FHWA Standard
D	Turn Arrow Elongated Right	12' x 3'	3.66 x .91	8330247R	2	\$339.00	26 lbs	FHWA Standard
E	Straight Arrow Elongated	12' x 1'8"	3.66 x .51	8330248	2	\$294.30	14 lbs	FHWA Standard
F	Combi Arrow Elongated Rev*	20' x 3'7"	6.1 x 1.09	8330149NB	1	\$297.40	19 lbs	FHWA Standard
F	Combi Arrow Elongated Left	20' x 3'7"	6.1 x 1.09	8330149L	1	\$297.40	19 lbs	FHWA Standard
F	Combi Arrow Elongated Right	20' x 3'7"	6.1 x 1.09	8330149R	1	\$297.40	19 lbs	FHWA Standard
G	Turn Arrow Rev.* - Caltrans	24' x 6'	7.32 x 1.83	8330150NB	1	\$446.80	55 lbs	Caltrans Type III (Calif.)
H	Straight Arrow - Caltrans	18' x 3'6"	5.49 x 1.07	8330251	2	\$557.20	63 lbs	Caltrans Type I (Calif.)
I	Combi Arrow Rev* - Caltrans	24' x 6'9"	7.32 x 2.06	8330152NB	1	\$473.90	67 lbs	Caltrans Type II (Calif.)
J	Straight Arrow Elong - Caltrans	24' x 3'6"	7.32 x 1.07	8330159	1	\$352.70	66 lbs	Caltrans Type I (Calif.)
K	Lane Reduction Arrow Rev*	18' x 5'8"	5.49 x 1.73	8330155NB	1	\$436.20	47 lbs	FHWA Standard
L	Lane Reduction Arrow Rev.*	17'6" x 5'6"	5.64 x 2	8330157NB	1	\$436.20	47 lbs	Caltrans Type VI (Calif.)
M	U-Turn Arrow Left	10'4" x 7'9"	3.15 x 2.36	8330143L	1	\$322.50	39 lbs	
N	Exit Ramp (Wrong Way) Arrow	24'	7.32	8330252	2	\$331.00	63 lbs	FHWA Standard
O	Combi Left/Straight/Right Arrow	13'2" x 11'6"	4.01 x 3.50	8330144	1	\$375.00	53 lbs.	
P	Combi Left/Right Arrow	8'2" x 11'6"	2.5 x 3.50	8330182	1	\$312.50	45 lbs.	
Q	Mini Straight Arrow	6' x 2'4"	1.8 x .89	89330268	2	\$130.50	24 lbs	FHWA Standard (90 mil)
R	Mini Turn Arrow	5'6" x 4'2"	1.67 x 1.27	89330274(+)	2	\$157.30	24 lbs	90 mil
S	Mini Combi Arrow	6' x 2'1"	1.8	89330259(+)	2	\$239.00	10 lbs	90 mil
T	Roundabout Fish-hook Arrow	20' x 8'7"	6.1 x 2.62	PM602004	1	\$445.80	50 lbs	FHWA Standard 2009 MUTCD
U	HOV Designated Lane	13' x 3' 3"	3.99 x .99	PM600339	5	\$393.10	75 lbs.	FHWA Standard

\* Reversible items do not have surface glass beads. \*\* Overall dimensions shown. Package inserts include detailed dimensions. Example illustrations not drawn to scale

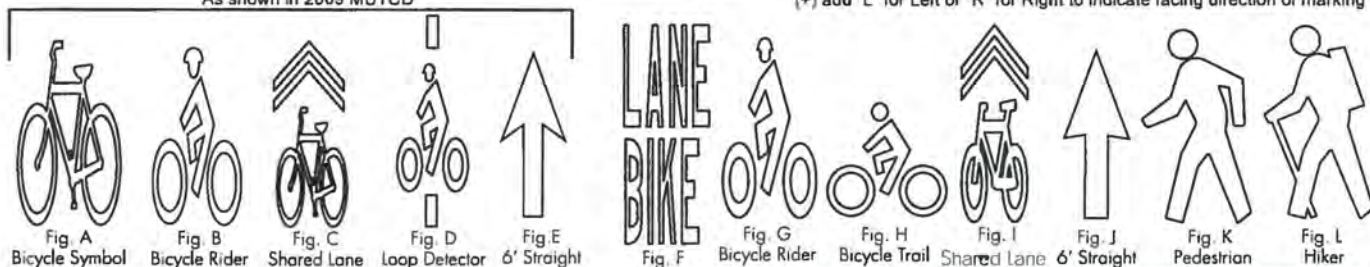




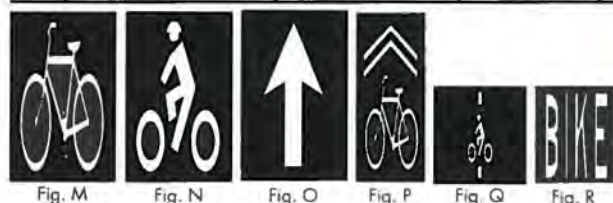
PreMark® Bike Lane / Pedestrian Markings with ViziGrip								90 MIL
Fig	Description	Size	Meters	Pack Qty	Item Number	Pack Price	Pack Wt.	Remarks
A	Bicycle Symbol	6' x 3'4"	1.8 x 1	5	89230576(+)+HS	\$830.00	35 lbs	FHWA Standard 2009 MUTCD
B	Bicycle Rider	6' x 3'4"	1.8 x 1	5	PM602006	\$762.80	35 lbs	FHWA Standard 2009 MUTCD
C	Shared Lane Symbol	9'4" x 3'4"	2.82 x .99	2	PM600833(+)	\$392.20	35 lbs	FHWA Standard 2009 MUTCD
D	Bicycle Loop Detector	3'7" x 12"	1.09 x .30	5	89230577(+)+HS	\$454.50	22 lbs	FHWA Standard 2009 MUTCD
E	Bike Lane Straight Arrow	6' x 2'	1.8	2	PM602005	\$130.50	24 lbs	FHWA Standard 2009 MUTCD
F	"BIKE"	4'	1.25	2	89150248HS	\$331.90	20 lbs	FHWA Standard
F	"LANE"	4'	1.25	2	89150213HS	\$331.90	20 lbs	FHWA Standard
G	Bicycle Rider	8' x 4'	2.5 x 1.25	2	89230223(+)+HS	\$361.00	30 lbs	
G	Bicycle Rider	6'6" x 3'4"	2 x 1	5	89230524(+)+HS	\$762.80	35 lbs	FHWA Standard - 2004 SHS Book
G	Bicycle Rider	4' x 2'	1.25 x .62	5	89230525(+)+HS	\$523.20	25 lbs	
H	Bicycle Trail	4' x 4'	1.25 x 1.25	5	89230522(+)+HS	\$525.10	20 lbs	
I	Shared Lane Symbol	9'3" x 3'3"	2.82 x .99	2	892302464HS	\$392.20	35 lbs	
N/A	Bicycle Loop Detector	5'5"	1.65	5	89230552HS	\$449.90	22 lbs	Caltrans (Calif.)
N/A	"ONLY"	4'	1.25	2	89150202HS	\$331.90	20 lbs	FHWA Standard
N/A	"PED"	4'	1.25	2	89150214HS	\$281.00	16 lbs	FHWA Standard
N/A	"STOP"	4'	1.25	2	89150204HS	\$331.90	20 lbs	FHWA Standard
N/A	"XING"	4'	1.25	2	89150207HS	\$331.90	19 lbs	FHWA Standard
J	Bike Lane Straight Arrow	6' x 2'4"	1.8 x .69	2	89330268HS	\$130.50	24 lbs	
K	Pedestrian Symbol	8'	2.5	2	8230226HS	\$311.30	36 lbs	125 mil
L	Trail Hiker Symbol	4'	2.5	1	89230123HS	\$102.50	8 lbs	also available in 8 ft.

As shown in 2009 MUTCD

(+) add "L" for Left or "R" for Right to indicate facing direction of marking



PreMark® Bike Contrast Panels/Bike Boxes (Requires PreMark SP Sealer)							90 MIL
Fig	Description	Background Color	Size	Item Number	Qty / Pack	Price / Pack	Remarks
M	Bicycle Symbol	Black	4'w x 7'h	PM600723(+)	1	\$228.20	FHWA Standard
M	Bicycle Symbol	Light Green	4'w x 7'h	PM600723(+)-LG	1	\$228.20	*Requires waiver
N	Bicycle Rider	Black	4'w x 7'h	PM600847(+)-BK	1	\$228.20	FHWA Standard
N	Bicycle Rider	Light Green	4'w x 7'h	PM600847(+)	1	\$228.20	*Requires waiver
O	Straight Arrow	Black	4'w x 7'h	PM600728-BK	1	\$228.20	FHWA Standard
O	Straight Arrow	Light Green	4'w x 7'h	PM600727LG	1	\$228.20	*Requires waiver
P	Shared Lane Symbol	Black	4'w x 10'h	PM600722L	1	\$326.20	FHWA Standard
P	Shared Lane Symbol	Light Green	4'w x 10'h	PM600956(+)	1	\$326.20	*Requires waiver
Q	Bike Loop Detector	Black	4'w x 4'h	PM600729(+)-BK	1	\$130.40	FHWA Standard
Q	Bike Loop Detector	Light Green	4'w x 4'h	PM600729(+)-LG	1	\$130.40	*Requires waiver
R	BIKE Legend	Black	4'w x 5'h	PM600732	1	\$207.40	FHWA Standard
	LANE Legend	Black	4'w x 5'h	PM600730	1	\$207.40	FHWA Standard
	ONLY Legend	Black	4'w x 5'h	PM600731	1	\$207.40	FHWA Standard
S	Bicycle Rider Panel	Light Green	4'w x 20'h	PM600733	1	\$652.10	*Requires waiver
T	Bicycle Symbol Panel	Light Green	4'w x 20'h	PM600734	1	\$652.10	*Requires waiver
	24" Linear 90 mil	Light Green	24" w x 36" h	PM600445	30 sq ft	\$170.10	90 mil - ViziGrip



\* FHWA approval required to experiment with colored bike lanes. See back cover Section 1A.10 for details.



PreMark® Contrast Markings Lines and Legends							125 MIL
DESCRIPTION	Size Imperial	Size Meters	Border Width	Item Number	Linear Ft. / Qty. Per Pack	Price Per Pack	Weight Per Pack
Lines - White with border	4" x 3'	.10 x .91	1.5"	8431560CONT	45 ft /13.72m	\$148.30	35 lbs
Lines - Yellow with border	4" x 3'	.10 x .91	1.5"	8431560YCONT	45 ft /13.72m	\$152.60	35 lbs
Lines - White with border	5" x 3'	.12 x .91	1.5"	8431572CONT	45 ft /13.72m	\$169.80	39 lbs
Lines - Yellow with border	5" x 3'	.12 x .91	1.5"	8431572YCONT	45 ft /13.72m	\$174.50	39 lbs
Lines - White with border	6" x 3'	.15 x .91	1.5"	8431061CONT	30 ft /9.14m	\$127.20	31 lbs
Lines - Yellow with border	6" x 3'	.15 x .91	1.5"	8431061YCONT	30 ft /9.14m	\$130.70	31 lbs
Lines - White with border	8" x 3'	.20 x .91	3"	8431062CONT	30 ft /9.14m	\$197.70	47 lbs
Lines - Yellow with border	8" x 3'	.20 x .91	3"	8431062YCONT	30 ft /9.14m	\$203.50	47 lbs
AHEAD - White with border	8'	2.5	1.5"	8130106CONT	1	\$356.80	60 lbs
ONLY - White with border	8'	2.5	1.5"	8130102CONT	1	\$267.10	47 lbs
SCHOOL - White with border	8'	2.5	1.5"	8110101CONT	1	\$420.50	70 lbs
SCHOOL - Yellow with border	8'	2.5	1.5"	8110101YCONT	1	\$433.30	70 lbs
SCHOOL - White with border	10'	3	1.5"	8120100CONT	1	\$613.10	85 lbs
XING - White with border	8'	2.5	1.5"	8130107CONT	1	\$262.90	46.5 lbs
XING - Yellow with border	8'	2.5	1.5"	8130107YCONT	1	\$270.30	46.5 lbs
STOP - White with border	8'	2.5	1.5"	8130104CONT	1	\$273.70	47.5 lbs

For lines wider than 8", use white and black linear PreMark® material.

PreMark® Contrast Markings - Arrows							125 MIL
DESCRIPTION	Size Imperial	Size Meters	Border Width	Item Number	Qty. Per Pack	Price Per Pack	Weight Per Pack
Turn Arrow Left	8'2" x 6'3"	2.5 x 1.9	4"	PM300100LCONT	1	\$203.50	42 lbs
Turn Arrow Right	8'2" x 6'3"	2.5 x 1.9	4"	PM300100RCONT	1	\$203.50	42 lbs
Combi Arrow Standard Left	13'1" x 7'4"	4 x 2.24	4"	PM300300LCONT	1	\$410.20	53 lbs
Combi Arrow Standard Right	13'1" x 7'4"	4 x 2.24	4"	PM300300RCONT	1	\$410.20	53 lbs
Straight Arrow	9'10" x 3'3"	3 x 1	4"	PM300110CONT	1	\$221.50	29 lbs

PreMark® Block Contrast Markings (Requires PreMark® SP Sealer)						125 MIL
DESCRIPTION	Size Imperial	Size Meters	Item Number	Qty.	Price Per Each	Weight Per Pack
8' ONLY w/ Block Contrast	8' x 9'	2.5 x 2.7	PM600700	1	\$461.10	40-50 lbs
8' AHEAD w/ Block Contrast	10' x 9'	3 x 2.7	PM600701	1	\$576.60	40-50 lbs
8' STOP w/ Block Contrast	8' x 9'	2.5 x 2.7	PM600705	1	\$461.10	40-50 lbs
8' Turn Arrow w/Block Contrast	8' x 9'	2.5 x 2.7	PM600702-L	1	\$461.10	40-50 lbs



PreMark® Interstate Shields / US Shields (Requires PreMark® SP Sealer)							125 MIL
DESCRIPTION	Size Imperial	Size Meters	Item Number	Qty. Per Pack	Price Per Pack	Weight Per Pack	Remarks
Interstate Shield (Red/White/Blue)	4' x 10'	1.22 x 3.05	8230100410IS-#	1	\$ 501.40	45-50 lbs	
Interstate Shield (Red/White/Blue)	6' x 15'	1.82 x 4.55	8230100615IS-#	1	\$ 986.90	45-50 lbs	FHWA Std
Interstate Shield (Red/White/Blue)	7' x 15'	2.13 x 4.55	8230100715IS-#	1	\$1131.10	45-50 lbs	
Interstate Shield (Red/White/Blue)	8' x 20'	2.44 x 6.10	8230100820IS-#	1	\$1666.30	45-50 lbs	FHWA Std
Interstate Shield (Red/White/Blue)	8' x 36'	2.44 x 10.92	8230100836IS-#	1	\$2615.00	45-50 lbs	
US Shield (Black/White)	4' x 10'	1.22 x 3.05	82300100410US-#	1	\$ 466.40	45-50 lbs	
US Shield (Black/White)	6' x 15'	1.82 x 4.55	8230100615US-#	1	\$ 795.00	45-50 lbs	
US Shield (Black/White)	7' x 15'	2.13 x 4.55	8230100715US-#	1	\$ 927.50	45-50 lbs	

**PreMark  
Specialty  
Items**

**PreMark  
Specialty  
Items**

**PreMark® Storm Drain Markings with ViziGrip®****90 MIL**

DESCRIPTION	Size	Meters	Item Number	Pack Qty	Price/Pack	Weight/Pack	Remarks
"NO DUMPING..." Blue/White	29" x 5"	.73 x .12	call - based on wording	15	\$328.50	30 lbs	Clean Water Act
"NO DUMPING..." Blue/White	12" x 12"	.30 x .30	call - based on wording	15	\$328.50	30 lbs	Clean Water Act

**NO DUMPING****NO DUMPING!  
DRAINS TO RIVER**
 29" x 5"  
 Options: Drains to...  
 River, Creek, Bay, Ocean, Stream, etc.

12" x 12"

**PreMark® Rumble Bar Kit (includes non-beaded bases + bars for proper application)**

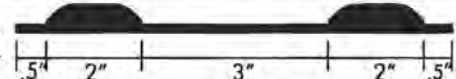
DESCRIPTION	Size Base	Size Bars	Item Number	Linear Ft. / Pack	Price / Pack	Weight / Pack	Remarks
Single RB Kit - White (12 bases + 12 bars)	4" x 3' base	2" x 3' bar	PM602002	36 ft	\$145.00	39 lbs	250 mil bar
Double RB Kit - White (6 bases + 12 bars)	8" x 3' base	2" x 3' bar	PM602003	18 ft	\$143.80	37 lbs	250 mil bar
Single Rumble Bar Kit - Black (12 bases + 12 bars)	4" x 3' base	2" x 3' bar	PM602002BK	36 ft	\$148.40	39 lbs	250 mil bar
Double Rumble Bar Kit - Black (6 bases + 12 bars)	8" x 3' base	2" x 3' bar	PM602003BK	18 ft	\$147.15	37 lbs	250 mil bar
Single Rumble Bar Kit - Yellow (12 bases + 12 bars)	4" x 3' base	2" x 3' bar	PM602002Y	36 ft	\$148.40	39 lbs	250 mil bar
Double Rumble Bar Kit - Yellow (6 bases + 12 bars)	8" x 3' base	2" x 3' bar	PM602003Y	18 ft	\$147.15	37 lbs	250 mil bar
Single RB Kit - Black Base/White Bar (12 bases + 12 bars)	4" x 3' base	2" x 3' bar	PM602009	36 ft	\$146.70	39 lbs	250 mil bar
Double RB Kit - Black Base/White Bar (6 bases + 12 bars)	8" x 3' base	2" x 3' bar	PM602010	18 ft	\$145.50	37 lbs	250 mil bar

**Single Rumble Bar Kit**

125 mil 4" base / 250 mil 2" bar

**Double Rumble Bar Kit**

125 mil 8" base / 250 mil 2" bar

**PreMark® Manhole Protection Rings (Available in Black or Grey)****125 MIL**

DESCRIPTION	Size Imperial	Size Meters	Item Number	Qty Per Pack	Price Per Pack	Weight Per Pack	Remarks
Manhole Kit 8" I.D. Black	8" I.D.	.20 I.D.	8230252BKNB	2	\$126.40	15 lbs	125mil / ring
Manhole Kit 10" I.D. Black	10" I.D.	.25 I.D.	8230240BKNB	2	\$143.75	17 lbs	125 mil / ring
Manhole Kit 24" I.D. Black	24" I.D.	.61 I.D.	8230257BKNB	2	\$190.00	30 lbs	125 mil / ring
Manhole Kit 26" I.D. Black	26" I.D.	.66 I.D.	8230241BKNB	2	\$196.40	35 lbs	125 mil / ring
Manhole Kit 28" I.D. Black	28" I.D.	.71 I.D.	8230248BKNB	2	\$209.60	40 lbs	125 mil / ring
Manhole Kit 32" I.D. Black	32" I.D.	.81 I.D.	8230242BKNB	1	\$119.50	25 lbs	125 mil / ring

Each Manhole Kit consists of 3 rings at 125 mil thickness per ring. Other sizes available.

**PreMark® Blackout Material (Available in Black or Grey)****125 MIL**

DESCRIPTION	Size Imperial	Size Meters	Item Number	Linear Ft. Per Pack	Price Per Pack	Sq. Ft. Per Pack	Weight Per Pack
Blackout Material	4" x 3'	.10 x .91	8452060BKQ	60ft / 18.28M	\$109.30	20 sq ft	28 lbs
Blackout Material	6" x 3'	.15 x .91	8452061BKQ	60ft / 18.28M	\$156.15	30 sq ft	38 lbs
Blackout Material	12" x 3'	.30 x .91	8451064BKQ	30ft / 9.14M	\$156.15	30 sq ft	38 lbs
Blackout Material	24" x 3'	.61 x .91	8450566BKQ	15ft / 4.57m	\$156.15	30 sq ft	38 lbs

**PreMark® Adhesives**

DESCRIPTION	Size Imperial	Size Meters	Item Number	Qty Per Pack	Price Per Pack	Weight Per Pack	Remarks
BUNDY® White	5" x 5"	.12 x .12	8430055	140	\$130.40	38 lbs	RPM Adhesive
BUNDY® Yellow	5" x 5"	.12 x .12	8430055Y	140	\$130.40	38 lbs	RPM Adhesive
BUNDY® Black	5" x 5"	.12 x .12	8430055BK	140	\$130.40	38 lbs	RPM Adhesive
BUNDY® Blue	5" x 5"	.12 x .12	8430055B	140	\$130.40	38 lbs	RPM Adhesive
BUNDY Adhesive/Sealer	13 oz. spray can		621209	1	\$ 12.30	2 lbs	Concrete applications
SUPER BUNDY® Pad	8" x 8"	.20 x .20	8434056	80	\$196.85	40 lbs	100 mil each - use 2
SUPER BUNDY® Strip	2" x 39"	.05 x 1	8434058	80	\$305.60	39 lbs	100 mil each - use 2

**Flint Accessories**

DESCRIPTION	Size	Item No.	Quantity	Price	Weight	Remarks
Flint 2000EX® Heat Torch	5" Nozzle	530100	1	\$ 938.20	11 lbs	Cylinder not included
Flint 2000EX Trolley	For 20-40 Cyl.	530108	1	\$ 173.00	40 lbs	Cylinder not included
C-20 LPG Cylinder	20 lb. capacity	530105	1	\$ 53.50	20 lbs	
C-40 LPG Cylinder	40 lb. capacity	530107	1	\$ 101.00	40 lbs	
StreetHeat SR28	24" Heating Width	EQ-SR28	1	\$8500.00		Infrared heater for large volume application
PreMark® Sealer	4 liters (covers 150 sq. ft.)	624206-4	1	\$ 44.10	7 lbs	Use sealer for PreMark® applications on concrete
PreMark® Sealer	20 liters	624206-20	1	\$ 203.60	50 lbs	
PreMark® SP Sealer Kit	Covers 90 sq. ft.	PM8709010	1	\$ 85.00	11 lbs	2 pre-filled sealer cartridges, mixing nozzles, rollers, latex gloves
PreMark® SP Sealer Gun	300/600	4116280	1	\$ 64.00	6 lbs	Sealer not included



# Terms and Conditions of Sale

## Price:

Prices are subject to change without notice. Prices charged will be those in effect at the time of the acceptance of the order.

## Acceptance:

All orders are subject to acceptance by an officer of Flint Trading, Inc.

## Taxes:

The price of the products specified herein excludes any federal, state or local taxes. The Buyer is responsible for any federal, state, or local taxes that apply. The Buyer agrees to reimburse the Seller for any taxes he might ultimately be obligated to pay as a result of this sale which normally would have been collected at the time of sale.

## Payment:

Seller's prices are calculated on a cash-with-order basis. Therefore, all orders are COD unless credit is already established by an acknowledged credit application. Terms on established credit accounts are net on presentation. Balances unpaid after 30 days from date of invoice are subject to a service charge of 1.5% per month or maximum allowed by law, if different, together with expenses incidental to collection, including specifically set forth reasonable attorney's fee of 20% of the unpaid balance.

## Product Changes:

Flint Trading, Inc. is constantly working to improve products. Therefore, in order to incorporate new technological advances, we reserve the right to alter chemical nature, specification, design or weight. Flint Trading, Inc. shall not be required to modify goods already sold or in service.

## Freight Policy:

All product is shipped FOB our warehouse in Thomasville, NC unless otherwise stipulated.

## Claims for Damage or Shortages:

Any claims for shortages must be made within 10 days after the receipt of the merchandise. All products are shipped from our warehouse in Thomasville, NC in good condition and packaged securely. Any shipment which arrives with visible signs of damage or missing packaging should be refused or thoroughly inspected with damage noted on the carrier's delivery ticket. Any claims for goods damaged (visible or concealed) must be made by the Buyer to the delivering carrier within 10 days after receipt of the merchandise.

## Restocking Charges:

No merchandise may be returned for credit without the Seller's prior approval and a Return Merchandise Authorization number, and only with the transportation charges prepaid. A 15% (fifteen percent) restocking charge will be deducted from any credit issued. Returned merchandise will not be accepted after 90 days from the date of delivery.

## ViziGrip®:

ViziGrip® is a unique feature that can be added to PreMark® and is designed to enhance skid resistance and retroreflectivity especially where loss of traction in wet conditions is of major concern. ViziGrip® can be added to any of the PreMark® lines, legends, arrows, and other designs in 90-mil and 125-mil thicknesses. Flint Trading offers PreMark® with ViziGrip® for enhanced skid/slip resistance for road markings for areas with pedestrian and cyclist traffic such as crosswalks, bike paths, as well as parking facilities and other areas using preformed thermoplastic for lines, arrows, accessibility symbols, and word legends.

## Warranties:

Flint Trading, Inc. warrants PreMark® preformed thermoplastic pavement marking products, unless otherwise specified, to the original buyer against material defects for a period of one year from the date of delivery of the goods. Where it appears to the Seller's satisfaction that the defect was present at the time of delivery of the goods, Seller's sole obligation under this warranty is, at its option, to repair the defective product or to provide replacement material. This warranty does not apply to items that have been altered or subjected to misuse or negligence.

Should a product prove to be defective or unsuitable in any way, it is understood that the Seller's limit of liability for all damages, including but not limited to, direct, incidental or consequential injury, loss or damage arising out of the use of or the inability to use the product, shall be to repair the defective product or to provide an equivalent quantity of replacement product.

## Important Notice:

Before using any product from the Manufacturer and Seller, the Buyer shall determine the suitability of the product for his or her intended use and the Buyer assumes all risk and liability whatsoever in connection therewith.

The following excerpts are reprinted from the 2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD), Chapter 1A.General. To view and access the MUTCD in its entirety, visit <http://mutcd.fhwa.dot.gov/index.htm>.

## Section 1A.02 Principles of Traffic Control Devices

### Support:

This Manual contains the basic principles that govern the design and use of traffic control devices for all streets, highways, bikeways, and private roads open to public travel (see definition in Section 1A.13) regardless of type or class or the public agency, official, or owner having jurisdiction. This Manual's text specifies the restriction on the use of a device if it is intended for limited application or for a specific system. It is important that these principles be given primary consideration in the selection and application of each device.

## Section 1A.07 Responsibility for Traffic Control Devices

### Standard:

The responsibility for the design, placement, operation, maintenance, and uniformity of traffic control devices shall rest with the public agency or the official having jurisdiction, or, in the case of private roads open to public travel, with the private owner or private official having jurisdiction. 23 CFR 655.603 adopts the MUTCD as the national standard for all traffic control devices installed on any street, highway, bikeway, or private road open to public travel (see definition in Section 1A.13). When a State or other Federal agency manual or supplement is required, that manual or supplement shall be in substantial conformance with the National MUTCD.

02 23 CFR 655.603 also states that traffic control devices on all streets, highways, bikeways, and private roads open to public travel in each State shall be in substantial conformance with standards issued or endorsed by the Federal Highway Administrator.

## Section 1A.10 Interpretations, Experimentations, Changes, and Interim Approvals

### Standard:

01 Design, application, and placement of traffic control devices other than those adopted in this Manual shall be prohibited unless the provisions of this Section are followed. Support:

02 Continuing advances in technology will produce changes in the highway, vehicle, and road user proficiency; therefore, portions of the system of traffic control devices in this Manual will require updating. In addition, unique situations often arise for device applications that might require interpretation or clarification of this Manual. It is important to have a procedure for recognizing these developments and for introducing new ideas and modifications into the system.

### Standard:

03 Except as provided in Paragraph 4, requests for any interpretation, permission to experiment, interim approval, or change shall be submitted electronically to the Federal Highway Administration (FHWA), Office of Transportation Operations, MUTCD team, at the following e-mail address: [MUTCDofficialrequest@dot.gov](mailto:MUTCDofficialrequest@dot.gov).

PreMark® has a patented visible indent system, U.S. Patent 5,861,206  
ViziGrip® combines surface beads and abrasives which enhance skid resistance and nighttime visibility, U.S. Patent 6,217,254

**Flint**  
TRADING INC.®

115 Todd Court Thomasville, NC 27360  
Phone: 336-475-6600 Fax: 336-475-7900

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Page 5



Page 5



Page 2



Page 7



Page 6



Page 4

Page 5



Page 2



Page 3



## PREFORMED THERMOPLASTIC PAVEMENT MARKINGS

# PRICE LIST

Effective January 1, 2012

Subject to change without notice.

Solicitation No: EAG0216

Discount: Standard items shall be discounted at a price equivalent to twenty five percent (25%) off of the submitted price list. Standard items include those products shown on page 2 through the top half of page 5 (excludes Bike Contrast Panels/Bike Boxes) and the 5" by 5" RPM Adhesives shown on page 7 of the submitted price list. Specialty markings and accessories shall be discounted at a price equivalent to ten percent (10%) off of the submitted price list. Specialty items and accessories include those products shown on the bottom half of page 5 through page 7 of the submitted price list.

Flint Trading, Inc.  
Phone: (336) 475-6600  
Fax: (336) 475-7900  
sales@flintrading.com  
www.flintrading.com  
115 Todd Court  
Thomasville, NC 27360



# PRICE LIST

Prices valid from January 1, 2012

Visit [www.flinttrading.com](http://www.flinttrading.com) to view the photo gallery

Other designs and colors of lines, legends, arrows, and markings are available.  
Please call us at (336) 475-6600 for more information about items not listed in this price catalog.

First-time applicators should contact Flint Trading for product support and free on-site training.

**PreMark® is a "No Preheat" type of material:** No preheating of the road surface to a given temperature is required

(Based on Section 9.3.7 of The Institute of Transportation Engineers (ITE) Traffic Control Devices Handbook)



PreMark® Lines									125 MIL
DESCRIPTION	Size Imperial	Size Meters	Item Number	Unit Price/Ft.	Linear Ft. / Qty. Per Pack	Price Per Pack	Sq. Ft. Per Pack	Weight Per Pack	Remarks
Lines Black	2" x 3'	.05 x .91	89434080BKHS	\$ 1.00	120ft /36.59m	<b>\$120.00</b>	20 sq ft	26 lbs	Stair Strips
Lines White	4" x 3'	.10 x .91	PM600100	\$ 1.80	90ft /27.43m	<b>\$162.00</b>	30 sq ft	38 lbs	
Lines Yellow	4" x 3'	.10 x .91	PM600101	\$ 1.91	90ft /27.43m	<b>\$171.90</b>	30 sq ft	38 lbs	
Lines Blue	4" x 3'	.10 x .91	PM600107	\$ 1.91	90ft /27.43m	<b>\$171.90</b>	30 sq ft	38 lbs	
Lines Red	4" x 3'	.10 x .91	PM600108	\$ 2.08	90ft /27.43m	<b>\$187.20</b>	30 sq ft	38 lbs	
Lines Orange	4" x 3'	.10 x .91	PM600109	\$ 2.08	90ft /27.43m	<b>\$187.20</b>	30 sq ft	38 lbs	
Lines White	4" x 2'	.10 x .61	8433070	\$ 1.80	60ft /18.28m	<b>\$108.00</b>	20 sq ft	25 lbs	Mini Skips
Lines White	5" x 3'	.12 x .91	8432072	\$ 2.39	60ft /18.28m	<b>\$143.40</b>	25 sq ft	30 lbs	
Lines White	6" x 3'	.15 x .91	8432061	\$ 2.70	60ft /18.28m	<b>\$162.00</b>	30 sq ft	38 lbs	
Lines Yellow	6" x 3'	.15 x .91	8432061Y	\$ 2.83	60ft /18.28m	<b>\$169.80</b>	30 sq ft	38 lbs	
Lines White	8" x 3'	.20 x .91	PM600102	\$ 3.59	45ft /13.72m	<b>\$161.60</b>	30 sq ft	38 lbs	
Lines Yellow	8" x 3'	.20 x .91	PM600103	\$ 3.85	45ft /13.72m	<b>\$173.30</b>	30 sq ft	38 lbs	
Lines White	8" x 2'	.20 x .61	8433062	\$ 3.60	60ft /18.28m	<b>\$216.00</b>	40 sq ft	48 lbs	Mini Skips
Lines White	12" x 3'	.30 x .91	8431064	\$ 5.41	30ft /9.14m	<b>\$162.30</b>	30 sq ft	38 lbs	
Lines Yellow	12" x 3'	.30 x .91	8431064Y	\$ 5.65	30ft /9.14m	<b>\$169.50</b>	30 sq ft	38 lbs	
Lines White	16" x 3'	.40 x .91	8431065	\$ 7.21	30ft /9.14m	<b>\$216.30</b>	40 sq ft	50 lbs	
Lines White	18" x 3'	.45 x .91	8431067	\$ 8.11	30ft /9.14m	<b>\$243.30</b>	45 sq ft	55 lbs	
Lines White	24" x 3'	.61 x .91	8430566	\$10.81	15ft /4.57m	<b>\$162.20</b>	30 sq ft	38 lbs	
Lines Yellow	24" x 3'	.61 x .91	8430566Y	\$11.30	15ft /4.57m	<b>\$169.50</b>	30 sq ft	38 lbs	

Non-beaded linear material is available.

**ViziGrip® can be added without any extra cost; please state preference at time of order**

ViziGrip® is a unique feature of PreMark® designed to ensure that skid resistance and retroreflectivity are maximized especially where loss of traction in wet conditions is of major concern. ViziGrip® can be added to any of the PreMark® lines, legends, arrows, and other designs in 90-mil and 125-mil thicknesses. For enhanced skid/slip resistance, Flint Trading recommends using PreMark® with ViziGrip® in areas with pedestrian and cyclist traffic such as crosswalks, bike paths as well as parking facilities using PreMark® for lines, legends, arrows, accessibility symbols, and word legends.

PreMark® Yield Markings/Hump Markings							125 MIL
DESCRIPTION	Size Imperial	Size Meters	Item Number	Qty. Per Pack	Price Per Pack	Weight Per Pack	Remarks
Yield Line (Shark's Teeth)	12" x 18"	.30 x .46	8232503	25	<b>\$272.80</b>	27 lbs	FHWA Standard
Yield Line (Shark's Teeth)	16" x 24"	.40 x .61	8231006	10	<b>\$181.20</b>	24 lbs	FHWA Standard
Yield Line (Shark's Teeth)	24" x 36"	.61 x .91	8231002	10	<b>\$207.80</b>	30 lbs	FHWA Standard
Yield Ahead Triangle	6' x 13'	1.8 x 4.0	8230112HS	1	<b>\$211.50</b>	35 lbs	FHWA Standard
Yield Ahead Triangle	6' x 20'	1.8 x 6.1	8230111HS	1	<b>\$296.50</b>	42 lbs	FHWA Standard
Speed Hump Marking	6' x 6'	1.8	8230126HS	2	<b>\$148.90</b>	16 lbs	FHWA Standard

PreMark® Handicap Markings with ViziGrip®							90 MIL
DESCRIPTION	Size Imperial	Size Meters	Item Number	Quantity Per Pack	Price Per Pack	Weight Per Pack	Remarks
Handicap Symbol White	28"	0.71	89230536HS	5	<b>\$266.00</b>	25 lbs	FHWA/ADA
Handicap Symbol Blue	28"	0.71	89230536BHS	5	<b>\$266.00</b>	25 lbs	FHWA/ADA
Handicap Kit White on Blue	40" x 40"	1.01 x 1.01	89230237HS	2	<b>\$250.80</b>	30 lbs	FHWA/ADA
Handicap Kit White on Blue	45" x 45"	1.1 x 1.1	89230232HS	2	<b>\$305.50</b>	35 lbs	Caltrans (Calif.)
Handicap Kit White on Blue	48" x 48"	1.25 x 1.25	89230230HS	2	<b>\$320.90</b>	39 lbs	
Lines Blue	4" x 3'	.10 x .91	PM600200	90 linear ft	<b>\$166.50</b>	32 lbs	



PreMark® Legends							125 MIL
DESCRIPTION	Letter Height	Letter H. (metric)	Item Number	Quantity Per Pack	Price Per Pack	Weight Per Pack	Remarks
"AHEAD"	8 ft.	2.5	8130106	1	\$336.00	41 lbs	FHWA Standard
"BUMP"	8 ft.	2.5	8130145	1	\$247.80	34 lbs	FHWA Standard
"BUS"	8 ft.	2.5	8130117	1	\$199.50	30 lbs	FHWA Standard
"CLEAR"	8 ft.	2.5	8130129	1	\$280.90	41 lbs	FHWA Standard
"EAST"	8 ft.	2.5	81301062	1	\$240.00	34 lbs	FHWA Standard
"EXIT"	8 ft.	2.5	8130120	1	\$240.00	34 lbs	FHWA Standard
"KEEP"	8 ft.	2.5	8130128	1	\$266.30	34 lbs	FHWA Standard
"LANE"	8 ft.	2.5	8130113	1	\$249.10	34 lbs	FHWA Standard
"LEFT"	8 ft.	2.5	8130109	1	\$240.00	34 lbs	FHWA Standard
"MERGE"	8 ft.	2.5	8130116	1	\$344.50	41 lbs	FHWA Standard
"MPH"	8 ft.	2.5	8130115	1	\$199.50	30 lbs	FHWA Standard
"NORTH"	8 ft.	2.5	81301012	1	\$329.70	41 lbs	FHWA Standard
"ONLY"	8 ft.	2.5	8130102	1	\$242.00	34 lbs	FHWA Standard
"PED"	8 ft.	2.5	8130114	1	\$199.50	30 lbs	FHWA Standard
"RIGHT"	8 ft.	2.5	8130108	1	\$262.80	41 lbs	FHWA Standard
"R X R" Kit FHWA	20' x 8'	6 x 2.5	PMK8130103A	1	\$463.40	79 lbs	FHWA Standard
"R"	6'6"	2	8130203	2	\$139.10	17 lbs	Narrow
"R X R" Kit Narrow	20' x 6'6"	6 x 1.98	PMK8130103A-SP1	1	\$463.40	75 lbs	FHWA Standard
"SIGNAL"	8 ft.	2.5	8130105	1	\$336.00	45 lbs	FHWA Standard
"SCHOOL"	10 ft.	3	8120100	1	\$485.30	65 lbs	FHWA Standard
"SCHOOL"	8 ft.	2.5	8110101	1	\$376.70	52 lbs	FHWA Standard
"SCHOOL" YELLOW	8 ft.	2.5	8110101Y	1	\$391.40	52 lbs	CALTRANS
"SLOW"	8 ft.	2.5	8130110	1	\$240.00	34 lbs	FHWA Standard
"SLOW" YELLOW	8 ft.	2.5	8130110Y	1	\$251.40	34 lbs	CALTRANS
"SOUTH"	8 ft.	2.5	81301013	1	\$329.70	41 lbs	FHWA Standard
"STOP"	8 ft.	2.5	8130104	1	\$240.00	34 lbs	FHWA Standard
"WEST"	8 ft.	2.5	8130125	1	\$250.50	34 lbs	FHWA Standard
"XING"	8 ft.	2.5	8130107	1	\$252.70	33 lbs	FHWA Standard
"XING" YELLOW	8 ft.	2.5	8130107Y	1	\$258.60	33 lbs	CALTRANS
"YIELD"	8 ft.	2.5	8130127	1	\$262.60	41 lbs	FHWA Standard
"NO PARKING"	12"	.30	89180135HS	1	\$123.90		White* - Series B
"FIRE LANE"	12"	.30	89180121HS	1	\$109.40		White* - Series B

The above dimensions are nominal sizes; package inserts include detailed dimensions and letter spacing.

\* Also available in red and yellow.

PreMark® Letters and Numbers						
DESCRIPTION	Size Imperial	Size Meters	Item Number	Quantity Per Pack	Unit Price	Remarks
Individual Letters or Numbers	4 ft.	1.25	8150002-(# or ltr)	1	\$ 54.70	FHWA Standard - 125 mil
Individual Letters or Numbers	8 ft.	2.5	8130002-(# or ltr)	1	\$ 69.30	FHWA Standard - 125 mil
Individual Letters or Numbers	10 ft.	3	8120002-(# or ltr)	1	\$ 87.50	FHWA Standard - 125 mil
Individual Letters or Numbers	6 in.	.15	89190002HS-(# or ltr)	1	\$ 11.35	Series B - 90 mil ViziGrip
Individual Letters or Numbers	12 in.	.30	89180102HS-(# or ltr)	1	\$ 14.30	Series B - 90 mil ViziGrip
Individual Letters or Numbers	24 in.	.61	89160002HS-(# or ltr)	1	\$ 31.60	Series B - 90 mil ViziGrip

A B C D E F G H I J K L M  
N O P Q R S T U V W X Y Z  
1 2 3 4 5 6 7 8 9 0

FHWA Letters/Numbers; Complies with MUTCD

A B C D E F G H I J K L M  
N O P Q R S T U V W X Y Z  
1 2 3 4 5 6 7 8 9 0

FHWA Series B Letters/Numbers

X  
ONLY  
SCHOOL  
STOP  
XING

Example illustrations  
not drawn to scale

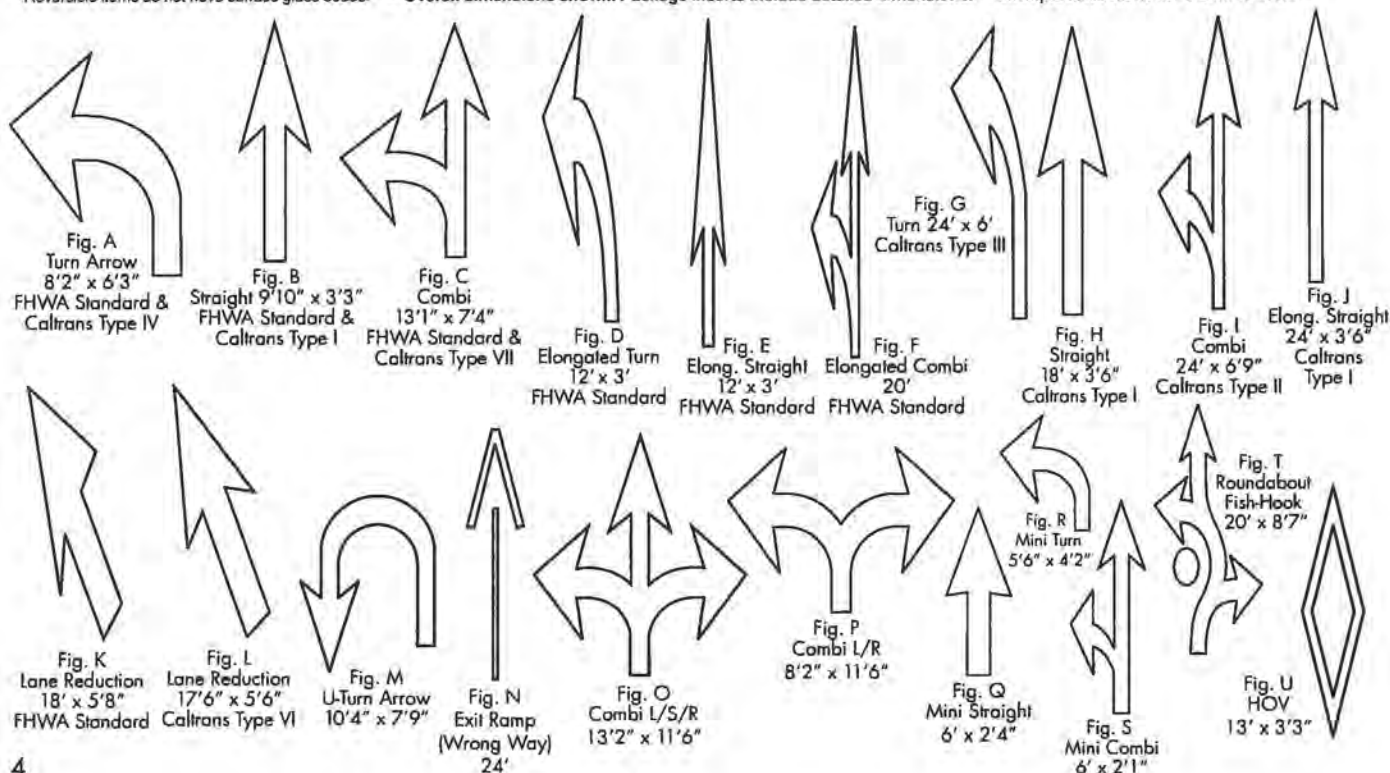


# PreMark® Arrows

125 MIL

Fig	DESCRIPTION	Size Imp (l x w)**	Size Mtrs (l x w)	Item Number	Qty Per Pack	Price Per Pack	Weight Per Pack	Remarks
A	Turn Arrow Standard Rev*	8'2" x 6'3"	2.5 x 1.9	8330241NB	2	\$338.10	54 lbs	FHWA Std / Caltrans Type IV
A	Turn Arrow Standard Left	8'2" x 6'3"	2.5 x 1.9	8330241L	2	\$338.10	54 lbs	FHWA Std / Caltrans Type IV
A	Turn Arrow Standard Right	8'2" x 6'3"	2.5 x 1.9	8330241R	2	\$338.10	54 lbs	FHWA Std / Caltrans Type IV
B	Straight Arrow Standard	9'10" x 3'3"	3 x 1	8330240	2	\$291.50	34 lbs	FHWA Std / Caltrans Type I
C	Combi Arrow Standard Rev*	13'1" x 7'4"	4 x 2.24	8330142NB	1	\$305.80	38 lbs	FHWA Std / Caltrans Type VII
C	Combi Arrow Standard Left	13'1" x 7'4"	4 x 2.24	8330142L	1	\$305.80	38 lbs	FHWA Std / Caltrans Type VII
C	Combi Arrow Standard Right	13'1" x 7'4"	4 x 2.24	8330142R	1	\$305.80	38 lbs	FHWA Std / Caltrans Type VII
D	Turn Arrow Elongated Rev*	12' x 3'	3.66 x .91	8330247NB	2	\$339.00	26 lbs	FHWA Standard
D	Turn Arrow Elongated Left	12' x 3'	3.66 x .91	8330247L	2	\$339.00	26 lbs	FHWA Standard
D	Turn Arrow Elongated Right	12' x 3'	3.66 x .91	8330247R	2	\$339.00	26 lbs	FHWA Standard
E	Straight Arrow Elongated	12' x 1'8"	3.66 x .51	8330248	2	\$294.30	14 lbs	FHWA Standard
F	Combi Arrow Elongated Rev*	20' x 3'7"	6.1 x 1.09	8330149NB	1	\$297.40	19 lbs	FHWA Standard
F	Combi Arrow Elongated Left	20' x 3'7"	6.1 x 1.09	8330149L	1	\$297.40	19 lbs	FHWA Standard
F	Combi Arrow Elongated Right	20' x 3'7"	6.1 x 1.09	8330149R	1	\$297.40	19 lbs	FHWA Standard
G	Turn Arrow Rev.* - Caltrans	24' x 6'	7.32 x 1.83	8330150NB	1	\$446.80	55 lbs	Caltrans Type III (Calif.)
H	Straight Arrow - Caltrans	18' x 3'6"	5.49 x 1.07	8330251	2	\$557.20	63 lbs	Caltrans Type I (Calif.)
I	Combi Arrow Rev* - Caltrans	24' x 6'9"	7.32 x 2.06	8330152NB	1	\$473.90	67 lbs	Caltrans Type II (Calif.)
J	Straight Arrow Elong - Caltrans	24' x 3'6"	7.32 x 1.07	8330159	1	\$352.70	66 lbs	Caltrans Type I (Calif.)
K	Lane Reduction Arrow Rev*	18' x 5'8"	5.49 x 1.73	8330155NB	1	\$436.20	47 lbs	FHWA Standard
L	Lane Reduction Arrow Rev.*	17'6" x 5'6"	5.64 x 2	8330157NB	1	\$436.20	47 lbs	Caltrans Type VI (Calif.)
M	U-Turn Arrow Left	10'4" x 7'9"	3.15 x 2.36	8330143L	1	\$322.50	39 lbs	
N	Exit Ramp (Wrong Way) Arrow	24'	7.32	8330252	2	\$331.00	63 lbs	FHWA Standard
O	Combi Left/Straight/Right Arrow	13'2" x 11'6"	4.01 x 3.50	8330144	1	\$375.00	53 lbs.	
P	Combi Left/Right Arrow	8'2" x 11'6"	2.5 x 3.50	8330182	1	\$312.50	45 lbs.	
Q	Mini Straight Arrow	6' x 2'4"	1.8 x .69	89330268	2	\$130.50	24 lbs	FHWA Standard (90 mil)
R	Mini Turn Arrow	5'6" x 4'2"	1.67 x 1.27	89330274(+)	2	\$157.30	24 lbs	90 mil
S	Mini Combi Arrow	6' x 2'1"	1.8	89330259(+)	2	\$239.00	10 lbs	90 mil
T	Roundabout Fish-hook Arrow	20' x 8'7"	6.1 x 2.62	PM602004	1	\$445.80	50 lbs	FHWA Standard 2009 MUTCD
U	HOV Designated Lane	13' x 3'3"	3.99 x .99	PM600339	5	\$393.10	75 lbs.	FHWA Standard

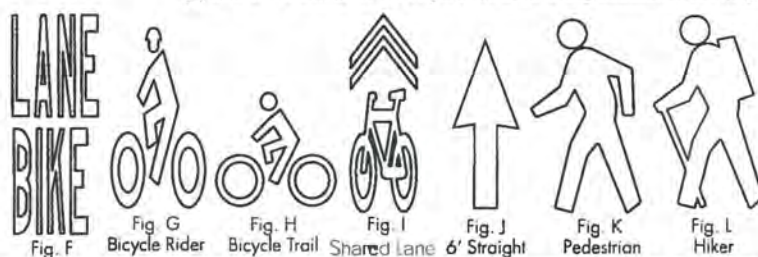
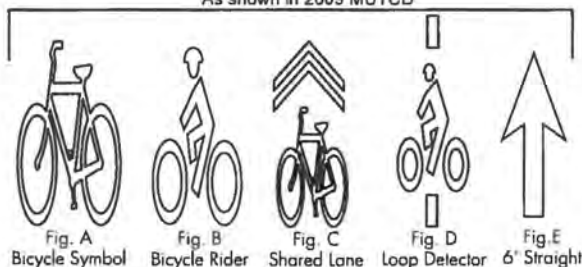
\*Reversible items do not have surface glass beads. \*\* Overall dimensions shown. Package inserts include detailed dimensions. Example illustrations not drawn to scale



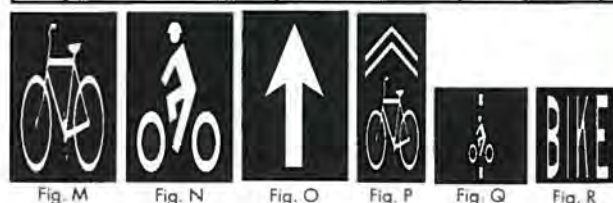
PreMark® Bike Lane / Pedestrian Markings with ViziGrip								90 MIL
Fig	Description	Size	Meters	Pack Qty	Item Number	Pack Price	Pack Wt.	Remarks
A	Bicycle Symbol	6' x 3'4"	1.8 x 1	5	89230576(+) <sup>HS</sup>	<b>\$830.00</b>	35 lbs	FHWA Standard 2009 MUTCD
B	Bicycle Rider	6' x 3'4"	1.8 x 1	5	PM602006	<b>\$762.80</b>	35 lbs	FHWA Standard 2009 MUTCD
C	Shared Lane Symbol	9'4" x 3'4"	2.82 x .99	2	PM600833(+)	<b>\$392.20</b>	35 lbs	FHWA Standard 2009 MUTCD
D	Bicycle Loop Detector	3'7" x 12"	1.09 x .30	5	89230577(+) <sup>HS</sup>	<b>\$454.50</b>	22 lbs	FHWA Standard 2009 MUTCD
E	Bike Lane Straight Arrow	6' x 2'	1.8	2	PM602005	<b>\$130.50</b>	24 lbs	FHWA Standard 2009 MUTCD
F	"BIKE"	4'	1.25	2	89150248 <sup>HS</sup>	<b>\$331.90</b>	20 lbs	FHWA Standard
F	"LANE"	4'	1.25	2	89150213 <sup>HS</sup>	<b>\$331.90</b>	20 lbs	FHWA Standard
G	Bicycle Rider	8' x 4'	2.5 x 1.25	2	89230223(+) <sup>HS</sup>	<b>\$361.00</b>	30 lbs	
G	Bicycle Rider	6'6" x 3'4"	2 x 1	5	89230524(+) <sup>HS</sup>	<b>\$762.80</b>	35 lbs	FHWA Standard - 2004 SHS Book
G	Bicycle Rider	4' x 2'	1.25 x .62	5	89230525(+) <sup>HS</sup>	<b>\$523.20</b>	25 lbs	
H	Bicycle Trail	4' x 4'	1.25 x 1.25	5	89230522(+) <sup>HS</sup>	<b>\$525.10</b>	20 lbs	
I	Shared Lane Symbol	9'3" x 3'3"	2.82 x .99	2	892302464 <sup>HS</sup>	<b>\$392.20</b>	35 lbs	
N/A	Bicycle Loop Detector	5'5"	1.65	5	89230552 <sup>HS</sup>	<b>\$449.90</b>	22 lbs	Caltrans (Calif.)
N/A	"ONLY"	4'	1.25	2	89150202 <sup>HS</sup>	<b>\$331.90</b>	20 lbs	FHWA Standard
N/A	"PED"	4'	1.25	2	89150214 <sup>HS</sup>	<b>\$281.00</b>	16 lbs	FHWA Standard
N/A	"STOP"	4'	1.25	2	89150204 <sup>HS</sup>	<b>\$331.90</b>	20 lbs	FHWA Standard
N/A	"XING"	4'	1.25	2	89150207 <sup>HS</sup>	<b>\$331.90</b>	19 lbs	FHWA Standard
J	Bike Lane Straight Arrow	6' x 2'4"	1.8 x .69	2	89330268 <sup>HS</sup>	<b>\$130.50</b>	24 lbs	
K	Pedestrian Symbol	8'	2.5	2	8230226 <sup>HS</sup>	<b>\$311.30</b>	36 lbs	125 mil
L	Trail Hiker Symbol	4'	2.5	1	89230123 <sup>HS</sup>	<b>\$102.50</b>	8 lbs	also available in 8 ft.

As shown in 2009 MUTCD

(+) add "L" for Left or "R" for Right to indicate facing direction of marking



PreMark® Bike Contrast Panels/Bike Boxes (Requires PreMark SP Sealer)							90 MIL
Fig	Description	Background Color	Size	Item Number	Qty / Pack	Price / Pack	Remarks
M	Bicycle Symbol	Black	4'w x 7'h	PM600723(+)	1	<b>\$228.20</b>	FHWA Standard
M	Bicycle Symbol	Light Green	4'w x 7'h	PM600723(+)-LG	1	<b>\$228.20</b>	*Requires waiver
N	Bicycle Rider	Black	4'w x 7'h	PM600847(+)-BK	1	<b>\$228.20</b>	FHWA Standard
N	Bicycle Rider	Light Green	4'w x 7'h	PM600847(+)	1	<b>\$228.20</b>	*Requires waiver
O	Straight Arrow	Black	4'w x 7'h	PM600728-BK	1	<b>\$228.20</b>	FHWA Standard
O	Straight Arrow	Light Green	4'w x 7'h	PM600727LG	1	<b>\$228.20</b>	*Requires waiver
P	Shared Lane Symbol	Black	4'w x 10'h	PM600722L	1	<b>\$326.20</b>	FHWA Standard
P	Shared Lane Symbol	Light Green	4'w x 10'h	PM600956(+)	1	<b>\$326.20</b>	*Requires waiver
Q	Bike Loop Detector	Black	4'w x 4'h	PM600729(+)-BK	1	<b>\$130.40</b>	FHWA Standard
Q	Bike Loop Detector	Light Green	4'w x 4'h	PM600729(+)-LG	1	<b>\$130.40</b>	*Requires waiver
R	BIKE Legend	Black	4'w x 5'h	PM600732	1	<b>\$207.40</b>	FHWA Standard
	LANE Legend	Black	4'w x 5'h	PM600730	1	<b>\$207.40</b>	FHWA Standard
	ONLY Legend	Black	4'w x 5'h	PM600731	1	<b>\$207.40</b>	FHWA Standard
S	Bicycle Rider Panel	Light Green	4'w x 20'h	PM600733	1	<b>\$652.10</b>	*Requires waiver
T	Bicycle Symbol Panel	Light Green	4'w x 20'h	PM600734	1	<b>\$652.10</b>	*Requires waiver
	24" Linear 90 mil	Light Green	24" w x 36" h	PM600445	30 sq ft	<b>\$170.10</b>	90 mil - ViziGrip



\* FHWA approval required to experiment with colored bike lanes. See back cover Section 1A.10 for details.



PreMark® Contrast Markings Lines and Legends							125 MIL
DESCRIPTION	Size Imperial	Size Meters	Border Width	Item Number	Linear Ft. / Qty. Per Pack	Price Per Pack	Weight Per Pack
Lines - White with border	4" x 3'	.10 x .91	1.5"	8431560CONT	45 ft /13.72m	\$148.30	35 lbs
Lines - Yellow with border	4" x 3'	.10 x .91	1.5"	8431560YCONT	45 ft /13.72m	\$152.60	35 lbs
Lines - White with border	5" x 3'	.12 x .91	1.5"	8431572CONT	45 ft /13.72m	\$169.80	39 lbs
Lines - Yellow with border	5" x 3'	.12 x .91	1.5"	8431572YCONT	45 ft /13.72m	\$174.50	39 lbs
Lines - White with border	6" x 3'	.15 x .91	1.5"	8431061CONT	30 ft /9.14m	\$127.20	31 lbs
Lines - Yellow with border	6" x 3'	.15 x .91	1.5"	8431061YCONT	30 ft /9.14m	\$130.70	31 lbs
Lines - White with border	8" x 3'	.20 x .91	3"	8431062CONT	30 ft /9.14m	\$197.70	47 lbs
Lines - Yellow with border	8" x 3'	.20 x .91	3"	8431062YCONT	30 ft /9.14m	\$203.50	47 lbs
AHEAD - White with border	8'	2.5	1.5"	8130106CONT	1	\$356.80	60 lbs
ONLY - White with border	8'	2.5	1.5"	8130102CONT	1	\$267.10	47 lbs
SCHOOL - White with border	8'	2.5	1.5"	8110101CONT	1	\$420.50	70 lbs
SCHOOL - Yellow with border	8'	2.5	1.5"	8110101YCONT	1	\$433.30	70 lbs
SCHOOL - White with border	10'	3	1.5"	8120100CONT	1	\$613.10	85 lbs
XING - White with border	8'	2.5	1.5"	8130107CONT	1	\$262.90	46.5 lbs
XING - Yellow with border	8'	2.5	1.5"	8130107YCONT	1	\$270.30	46.5 lbs
STOP - White with border	8'	2.5	1.5"	8130104CONT	1	\$273.70	47.5 lbs

For lines wider than 8", use white and black linear PreMark® material.

PreMark® Contrast Markings - Arrows							125 MIL
DESCRIPTION	Size Imperial	Size Meters	Border Width	Item Number	Qty. Per Pack	Price Per Pack	Weight Per Pack
Turn Arrow Left	8'2" x 6'3"	2.5 x 1.9	4"	PM300100LCONT	1	\$203.50	42 lbs
Turn Arrow Right	8'2" x 6'3"	2.5 x 1.9	4"	PM300100RCONT	1	\$203.50	42 lbs
Combi Arrow Standard Left	13'1" x 7'4"	4 x 2.24	4"	PM300300LCONT	1	\$410.20	53 lbs
Combi Arrow Standard Right	13'1" x 7'4"	4 x 2.24	4"	PM300300RCONT	1	\$410.20	53 lbs
Straight Arrow	9'10" x 3'3"	3 x 1	4"	PM300110CONT	1	\$221.50	29 lbs

PreMark® Block Contrast Markings (Requires PreMark® SP Sealer)						125 MIL
DESCRIPTION	Size Imperial	Size Meters	Item Number	Qty.	Price Per Each	Weight Per Pack
8' ONLY w/ Block Contrast	8' x 9'	2.5 x 2.7	PM600700	1	\$461.10	40-50 lbs
8' AHEAD w/ Block Contrast	10' x 9'	3 x 2.7	PM600701	1	\$576.60	40-50 lbs
8' STOP w/ Block Contrast	8' x 9'	2.5 x 2.7	PM600705	1	\$461.10	40-50 lbs
8' Turn Arrow w/Block Contrast	8' x 9'	2.5 x 2.7	PM600702-L	1	\$461.10	40-50 lbs

**PreMark  
Specialty  
Items**



PreMark® Interstate Shields / US Shields (Requires PreMark® SP Sealer)							125 MIL
DESCRIPTION	Size Imperial	Size Meters	Item Number	Qty. Per Pack	Price Per Pack	Weight Per Pack	Remarks
Interstate Shield (Red/White/Blue)	4' x 10'	1.22 x 3.05	8230100410IS-#	1	\$ 501.40	45-50 lbs	
Interstate Shield (Red/White/Blue)	6' x 15'	1.82 x 4.55	8230100615IS-#	1	\$ 986.90	45-50 lbs	FHWA Std
Interstate Shield (Red/White/Blue)	7' x 15'	2.13 x 4.55	8230100715IS-#	1	\$1131.10	45-50 lbs	
Interstate Shield (Red/White/Blue)	8' x 20'	2.44 x 6.10	8230100820IS-#	1	\$1666.30	45-50 lbs	FHWA Std
Interstate Shield (Red/White/Blue)	8' x 36'	2.44 x 10.92	8230100836IS-#	1	\$2615.00	45-50 lbs	
US Shield (Black/White)	4' x 10'	1.22 x 3.05	82300100410US-#	1	\$ 466.40	45-50 lbs	
US Shield (Black/White)	6' x 15'	1.82 x 4.55	8230100615US-#	1	\$ 795.00	45-50 lbs	
US Shield (Black/White)	7' x 15'	2.13 x 4.55	8230100715US-#	1	\$ 927.50	45-50 lbs	

**PreMark  
Specialty  
Items**



**PreMark® Storm Drain Markings with ViziGrip®****90 MIL**

DESCRIPTION	Size	Meters	Item Number	Pack Qty	Price/Pack	Weight/Pack	Remarks
"NO DUMPING..." Blue/White	29" x 5"	.73 x .12	call - based on wording	15	\$328.50	30 lbs	Clean Water Act
"NO DUMPING..." Blue/White	12" x 12"	.30 x .30	call - based on wording	15	\$328.50	30 lbs	Clean Water Act

**NO DUMPING!  
DRAINS TO RIVER**

29" x 5"  
Options: Drains to...  
River, Creek, Bay, Ocean, Stream, etc.

12" x 12"

**PreMark™ Rumble Bar Kit (includes non-beaded bases + bars for proper application)**

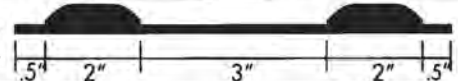
DESCRIPTION	Size Base	Size Bars	Item Number	Linear Ft. / Pack	Price / Pack	Weight / Pack	Remarks
Single RB Kit - White (12 bases + 12 bars)	4" x 3' base	2" x 3' bar	PM602002	36 ft	\$145.00	39 lbs	250 mil bar
Double RB Kit - White (6 bases + 12 bars)	8" x 3' base	2" x 3' bar	PM602003	18 ft	\$143.80	37 lbs	250 mil bar
Single Rumble Bar Kit - Black (12 bases + 12 bars)	4" x 3' base	2" x 3' bar	PM602002BK	36 ft	\$148.40	39 lbs	250 mil bar
Double Rumble Bar Kit - Black (6 bases + 12 bars)	8" x 3' base	2" x 3' bar	PM602003BK	18 ft	\$147.15	37 lbs	250 mil bar
Single Rumble Bar Kit - Yellow (12 bases + 12 bars)	4" x 3' base	2" x 3' bar	PM602002Y	36 ft	\$148.40	39 lbs	250 mil bar
Double Rumble Bar Kit - Yellow (6 bases + 12 bars)	8" x 3' base	2" x 3' bar	PM602003Y	18 ft	\$147.15	37 lbs	250 mil bar
Single RB Kit - Black Base/White Bar (12 bases + 12 bars)	4" x 3' base	2" x 3' bar	PM602009	36 ft	\$146.70	39 lbs	250 mil bar
Double RB Kit - Black Base/White Bar (6 bases + 12 bars)	8" x 3' base	2" x 3' bar	PM602010	18 ft	\$145.50	37 lbs	250 mil bar

**Single Rumble Bar Kit**

125 mil 4" base / 250 mil 2" bar

**Double Rumble Bar Kit**

125 mil 8" base / 250 mil 2" bar

**PreMark® Manhole Protection Rings (Available in Black or Grey)****125 MIL**

DESCRIPTION	Size Imperial	Size Meters	Item Number	Qty Per Pack	Price Per Pack	Weight Per Pack	Remarks
Manhole Kit 8" I.D. Black	8" I.D.	.20 I.D.	8230252BKNB	2	\$126.40	15 lbs	125mil / ring
Manhole Kit 10" I.D. Black	10" I.D.	.25 I.D.	8230240BKNB	2	\$143.75	17 lbs	125 mil / ring
Manhole Kit 24" I.D. Black	24" I.D.	.61 I.D.	8230257BKNB	2	\$190.00	30 lbs	125 mil / ring
Manhole Kit 26" I.D. Black	26" I.D.	.66 I.D.	8230241BKNB	2	\$196.40	35 lbs	125 mil / ring
Manhole Kit 28" I.D. Black	28" I.D.	.71 I.D.	8230248BKNB	2	\$209.60	40 lbs	125 mil / ring
Manhole Kit 32" I.D. Black	32" I.D.	.81 I.D.	8230242BKNB	1	\$119.50	25 lbs	125 mil / ring

Each Manhole Kit consists of 3 rings at 125 mil thickness per ring. Other sizes available.

**PreMark® Blackout Material (Available in Black or Grey)****125 MIL**

DESCRIPTION	Size Imperial	Size Meters	Item Number	Linear Ft. Per Pack	Price Per Pack	Sq. Ft. Per Pack	Weight Per Pack
Blackout Material	4" x 3'	.10 x .91	8452060BKQ	60ft / 18.28M	\$109.30	20 sq ft	28 lbs
Blackout Material	6" x 3'	.15 x .91	8452061BKQ	60ft / 18.28M	\$156.15	30 sq ft	38 lbs
Blackout Material	12" x 3'	.30 x .91	8451064BKQ	30ft / 9.14M	\$156.15	30 sq ft	38 lbs
Blackout Material	24" x 3'	.61 x .91	8450566BKQ	15ft / 4.57m	\$156.15	30 sq ft	38 lbs

**PreMark® Adhesives**

DESCRIPTION	Size Imperial	Size Meters	Item Number	Qty Per Pack	Price Per Pack	Weight Per Pack	Remarks
BUNDY® White	5" x 5"	.12 x .12	8430055	140	\$130.40	38 lbs	RPM Adhesive
BUNDY® Yellow	5" x 5"	.12 x .12	8430055Y	140	\$130.40	38 lbs	RPM Adhesive
BUNDY® Black	5" x 5"	.12 x .12	8430055BK	140	\$130.40	38 lbs	RPM Adhesive
BUNDY® Blue	5" x 5"	.12 x .12	8430055B	140	\$130.40	38 lbs	RPM Adhesive
BUNDY Adhesive/Sealer	13 oz. spray can		621209	1	\$ 12.30	2 lbs	Concrete applications
SUPER BUNDY® Pad	8" x 8"	.20 x .20	8434056	80	\$196.85	40 lbs	100 mil each - use 2
SUPER BUNDY® Strip	2" x 39"	.05 x 1	8434058	80	\$305.60	39 lbs	100 mil each - use 2

**Flint Accessories**

DESCRIPTION	Size	Item No.	Quantity	Price	Weight	Remarks
Flint 2000EX® Heat Torch	5" Nozzle	530100	1	\$ 938.20	11 lbs	Cylinder not included
Flint 2000EX Trolley	For 20-40 Cyl.	530108	1	\$ 173.00	40 lbs	Cylinder not included
C-20 LPG Cylinder	20 lb. capacity	530105	1	\$ 53.50	20 lbs	
C-40 LPG Cylinder	40 lb. capacity	530107	1	\$ 101.00	40 lbs	
StreetHeat SR28	24" Heating Width	EQ-SR28	1	\$8500.00		Infrared heater for large volume application
PreMark® Sealer	4 liters (covers 150 sq. ft.)	624206-4	1	\$ 44.10	7 lbs	Use sealer for PreMark® applications on concrete
PreMark® Sealer	20 liters	624206-20	1	\$ 203.60	50 lbs	
PreMark® SP Sealer Kit	Covers 90 sq. ft.	PM8709010	1	\$ 85.00	11 lbs	2 pre-filled sealer cartridges, mixing nozzles, rollers, latex gloves
PreMark® SP Sealer Gun	300/600	4116280	1	\$ 64.00	6 lbs	Sealer not included

# Terms and Conditions of Sale

## Price:

Prices are subject to change without notice. Prices charged will be those in effect at the time of the acceptance of the order.

## Acceptance:

All orders are subject to acceptance by an officer of Flint Trading, Inc.

## Taxes:

The price of the products specified herein excludes any federal, state or local taxes. The Buyer is responsible for any federal, state, or local taxes that apply. The Buyer agrees to reimburse the Seller for any taxes he might ultimately be obligated to pay as a result of this sale which normally would have been collected at the time of sale.

## Payment:

Seller's prices are calculated on a cash-with-order basis. Therefore, all orders are COD unless credit is already established by an acknowledged credit application. Terms on established credit accounts are net on presentation. Balances unpaid after 30 days from date of invoice are subject to a service charge of 1.5% per month or maximum allowed by law, if different, together with expenses incidental to collection, including specifically set forth reasonable attorney's fee of 20% of the unpaid balance.

## Product Changes:

Flint Trading, Inc. is constantly working to improve products. Therefore, in order to incorporate new technological advances, we reserve the right to alter chemical nature, specification, design or weight. Flint Trading, Inc. shall not be required to modify goods already sold or in service.

## Freight Policy:

All product is shipped FOB our warehouse in Thomasville, NC unless otherwise stipulated.

## Claims for Damage or Shortages:

Any claims for shortages must be made within 10 days after the receipt of the merchandise. All products are shipped from our warehouse in Thomasville, NC in good condition and packaged securely. Any shipment which arrives with visible signs of damage or missing packaging should be refused or thoroughly inspected with damage noted on the carrier's delivery ticket. Any claims for goods damaged (visible or concealed) must be made by the Buyer to the delivering carrier within 10 days after receipt of the merchandise.

## Restocking Charges:

No merchandise may be returned for credit without the Seller's prior approval and a Return Merchandise Authorization number, and only with the transportation charges prepaid. A 15% (fifteen percent) restocking charge will be deducted from any credit issued. Returned merchandise will not be accepted after 90 days from the date of delivery.

## ViziGrip®:

ViziGrip® is a unique feature that can be added to PreMark® and is designed to enhance skid resistance and retroreflectivity especially where loss of traction in wet conditions is of major concern. ViziGrip® can be added to any of the PreMark® lines, legends, arrows, and other designs in 90-mil and 125-mil thicknesses. Flint Trading offers PreMark® with ViziGrip® for enhanced skid/slip resistance for road markings for areas with pedestrian and cyclist traffic such as crosswalks, bike paths, as well as parking facilities and other areas using preformed thermoplastic for lines, arrows, accessibility symbols, and word legends.

## Warranties:

Flint Trading, Inc. warrants PreMark® preformed thermoplastic pavement marking products, unless otherwise specified, to the original buyer against material defects for a period of one year from the date of delivery of the goods. Where it appears to the Seller's satisfaction that the defect was present at the time of delivery of the goods, Seller's sole obligation under this warranty is, at its option, to repair the defective product or to provide replacement material. This warranty does not apply to items that have been altered or subjected to misuse or negligence.

Should a product prove to be defective or unsuitable in any way, it is understood that the Seller's limit of liability for all damages, including but not limited to, direct, incidental or consequential injury, loss or damage arising out of the use of or the inability to use the product, shall be to repair the defective product or to provide an equivalent quantity of replacement product.

## Important Notice:

Before using any product from the Manufacturer and Seller, the Buyer shall determine the suitability of the product for his or her intended use and the Buyer assumes all risk and liability whatsoever in connection therewith.

The following excerpts are reprinted from the 2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD), Chapter 1A.General. To view and access the MUTCD in its entirety, visit <http://mutcd.fhwa.dot.gov/index.htm>.

## Section 1A.02 Principles of Traffic Control Devices

### Support:

This Manual contains the basic principles that govern the design and use of traffic control devices for all streets, highways, bikeways, and private roads open to public travel (see definition in Section 1A.13) regardless of type or class or the public agency, official, or owner having jurisdiction. This Manual's text specifies the restriction on the use of a device if it is intended for limited application or for a specific system. It is important that these principles be given primary consideration in the selection and application of each device.

## Section 1A.07 Responsibility for Traffic Control Devices

### Standard:

The responsibility for the design, placement, operation, maintenance, and uniformity of traffic control devices shall rest with the public agency or the official having jurisdiction, or, in the case of private roads open to public travel, with the private owner or private official having jurisdiction. 23 CFR 655.603 adopts the MUTCD as the national standard for all traffic control devices installed on any street, highway, bikeway, or private road open to public travel (see definition in Section 1A.13). When a State or other Federal agency manual or supplement is required, that manual or supplement shall be in substantial conformance with the National MUTCD.

02 23 CFR 655.603 also states that traffic control devices on all streets, highways, bikeways, and private roads open to public travel in each State shall be in substantial conformance with standards issued or endorsed by the Federal Highway Administrator.

## Section 1A.10 Interpretations, Experimentations, Changes, and Interim Approvals

### Standard:

01 Design, application, and placement of traffic control devices other than those adopted in this Manual shall be prohibited unless the provisions of this Section are followed. Support:

02 Continuing advances in technology will produce changes in the highway, vehicle, and road user proficiency; therefore, portions of the system of traffic control devices in this Manual will require updating. In addition, unique situations often arise for device applications that might require interpretation or clarification of this Manual. It is important to have a procedure for recognizing these developments and for introducing new ideas and modifications into the system.

### Standard:

03 Except as provided in Paragraph 4, requests for any interpretation, permission to experiment, interim approval, or change shall be submitted electronically to the Federal Highway Administration (FHWA), Office of Transportation Operations, MUTCD team, at the following e-mail address: [MUTCDofficialrequest@dot.gov](mailto:MUTCDofficialrequest@dot.gov).

PreMark® has a patented visible indent system, U.S. Patent 5,861,206. ViziGrip® combines surface beads and abrasives which enhance skid resistance and nighttime visibility, U.S. Patent 6,217,254.

**Flint**  
TRADING INC.®

115 Todd Court Thomasville, NC 27360  
Phone: 336-475-6600 Fax: 336-475-7900

Website: [www.flinttrading.com](http://www.flinttrading.com)  
Email: [sales@flinttrading.com](mailto:sales@flinttrading.com)

**City of Austin**  
**Purchasing Office**  
**Local Business Presence Identification Form**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

USE ADDITIONAL PAGES AS NECESSARY

**OFFEROR:**

Name of Local Firm	Flint Trading, Inc.					
Physical Address	115 Todd Court, Thomasville, NC 27360					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No <input checked="" type="radio"/>		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	<input checked="" type="radio"/> No

**SUBCONTRACTOR(S):**

Name of Local Firm	N/A					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	N/A					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**City of Austin  
Purchasing Office  
Local Business Presence Identification Form**

---

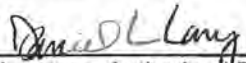
**ACKNOWLEDGEMENT**

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

**OFFEROR'S FULL NAME AND ENTITY STATUS:**

Daniel L. Lang

  
\_\_\_\_\_  
Signature, Authorized Representative of Offeror

VP Marketing & Customer Support  
\_\_\_\_\_  
Title

July 27, 2012  
\_\_\_\_\_  
Date

**END**



**CITY OF AUSTIN  
PURCHASING OFFICE  
REFERENCE SHEET**

**Please Complete and Return This Form with the Offer**

Solicitation Number:

Offeror's Name  Date

The Offeror shall furnish, with the Offer, the following information, for at least  recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button. =====>

**Add Reference**

Company's Name	<input type="text" value="City of Houston"/>		
Name of Contact	<input type="text" value="Jeff Meekins"/>	Contact Title	<input type="text" value="Procurement Specialist"/>
Present Address	<input type="text" value="901 Bagby Street, Concourse Level"/>		
City	<input type="text" value="Houston"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="77002"/>
Telephone Number	<input type="text" value="(832) 393-8743"/>	FAX Number	<input type="text" value="(832) 393-8761"/>
Email Address	<input type="text" value="Jeff.Meekins@houstontx.gov"/>		

Company's Name	<input type="text" value="City of Plano"/>		
Name of Contact	<input type="text" value="Nancy Corwin"/>	Contact Title	<input type="text" value="Senior Buyer"/>
Present Address	<input type="text" value="PO Box 860358"/>		
City	<input type="text" value="Plano"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="75086"/>
Telephone Number	<input type="text" value="(972) 941-7137"/>	FAX Number	<input type="text" value="(972) 461-6888"/>
Email Address	<input type="text" value="nancyc@plano.gov"/>		

Company's Name	<input type="text" value="City of McAllen"/>		
Name of Contact	<input type="text" value="Sandra Zamora"/>	Contact Title	<input type="text" value="Director of Purchasing &amp; Contracting"/>
Present Address	<input type="text" value="PO Box 220"/>		
City	<input type="text" value="McAllen"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="78505"/>
Telephone Number	<input type="text" value="(956) 681-1130"/>	FAX Number	<input type="text" value="(956) 681-1010"/>
Email Address	<input type="text" value="szamora@mcallen.net"/>		

City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO EAG0216

City of Austin, Texas  
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*



*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

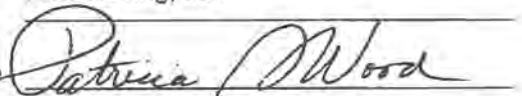
**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 26th day of July, 2012

CONTRACTOR Flint Trading, Inc.

Authorized Signature



Title

Human Resources Manager

**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

SOLICITATION NO. EAG0216

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	<div style="border: 1px solid black; min-height: 20px;">Flint Trading, Inc.</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; min-height: 20px;">Jul 27, 2012</div>
Printed Name:	<div style="border: 1px solid black; min-height: 20px;">Daniel L. Lang</div>		
Title:	<div style="border: 1px solid black; min-height: 20px;">VP Marketing &amp; Customer Support</div>		

CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. EAG0216  
FOR

Thermoplastic Pavement Marking Materials

State of Texas

County of Travis

**The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:**

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
  - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
  - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
  - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;



**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's  
Explanation:

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	Flint Trading, Inc.
Printed Name:	Daniel L. Lang
Title:	VP Marketing & Customer Support

Daniel L. Lang  
Signature of Officer or Authorized Representative:

Davidson County, NC  
Subscribed and sworn to before me this 27<sup>th</sup> day of July, 2012.

Jennifer Beck  
Notary Public

My Commission Expires 11/3/2016



**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
**SOLICITATION NO. EAG0216**

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ☐ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☒ Non-resident Bidder

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state? ☐ Yes ☒ No

Bidder's Name:	Flint Trading, Inc.		
Signature of Officer or Authorized Representative:		Date:	Jul 27, 2012
Printed Name:	Daniel L. Lang		
Title:	VP Marketing & Customer Support		



**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS FORM**

SOLICITATION NUMBER:	EAG0216
PROJECT NAME:	Thermoplastic Pavement Marking Materials

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No   X   If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

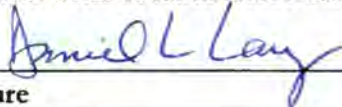
Yes        If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Flint Trading, Inc.  
Company Name

Daniel L. Lang, VP Marketing & Customer Support  
Name and Title of Authorized Representative (Print or Type)

  
Signature

July 27, 2012  
Date



**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS UTILIZATION PLAN**  
(Please duplicate as needed)

SOLICITATION NUMBER:	EAG0216
PROJECT NAME:	Thermoplastic Pavement Marking Materials

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	Flint Trading, Inc.		
Address	115 Todd Court		
City, State Zip	Thomasville, NC		
Phone	(336) 475-6600	Fax Number	(336) 475-79000
Name of Contact Person	Daniel Lang		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Daniel L. Lang, VP Marketing & Customer Support

**Name and Title of Authorized Representative (Print or Type)**



July 27, 2012

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	N/A		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant	N/A		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_



**ADDENDUM**

**INVITATION FOR BID (IFB)**

**PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

**IFB No.: EAG0216**

**Addendum No: 1**

**Date of Addendum: August 1, 2012**

---

1.0 This addendum is incorporating the following clarification to the above-referenced IFB.

Changes to solicitation due dates as follows;

1.1 Bid Due Prior to time/date is changed to 2:00 pm, local time, Wednesday, August 8, 2012

1.2 Bid Opening Time and Date is changed to 2:15 pm, local time, Wednesday, August 8, 2012

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

  
Erin Grace, Buyer I  
Purchasing Office

8/1/12  
Date

ACKNOWLEDGED BY:

Flint Trading, Inc.  
Vendor Name

  
Authorized Signature

8/3/2012  
Date

**RETURN A COPY OF THIS ADDENDUM**  
**to the Purchasing Office, City of Austin, Texas with your bid.**  
**Failure to do so may constitute grounds for rejection of your offer.**



**ADDENDUM**

**INVITATION FOR BID (IFB)**

**PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

**IFB No.: EAG0216**

**Addendum No: 2**

**Date of Addendum: August 8, 2012**

---

1.0 This addendum is incorporating the following clarification to the above-referenced IFB.

Changes to solicitation due dates as follows;

1.1 Bid Due Prior to time/date is changed to 2:00 pm, local time, Wednesday, August 15, 2012

1.2 Bid Opening Time and Date is changed to 2:15 pm, local time, Wednesday, August 15, 2012

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

  
Erin Grace, Buyer I  
Purchasing Office

8/8/12  
Date

ACKNOWLEDGED BY:

Flint Trading, Inc.  
Vendor Name

  
Authorized Signature

8/8/2012  
Date

**RETURN A COPY OF THIS ADDENDUM**  
**to the Purchasing Office, City of Austin, Texas with your bid.**  
**Failure to do so may constitute grounds for rejection of your offer.**



*TX Corporate Office*  
5910 N. Central  
Expressway  
Suite 1050  
Dallas, TX 75206  
Phone: 800.331.8118



*NC Corporate Office*  
115 Todd Court  
Thomasville, NC 27360  
Phone: 336.475.6600  
sales@flintrading.com

October 4<sup>th</sup>, 2012

Re: PreMark® Recycled Content

To Whom It May Concern:

PreMark® preformed thermoplastic pavement marking is a sustainable product with a small environmental impact. Recycled materials make up 60% of the product and 29% of the components are rapidly renewable materials, primarily from pine trees. Other natural resources from cotton, sunflowers, and soya are also used in manufacturing.

Sincerely,  
Dennis J. Evangelista  
Regulatory Products Manager

Send Invoices to:

COA - Trans. Dept.  
Transportation Div-Accts Payable  
1501 Toomey Rd  
Austin, Tx 78704



Transportation  
Department

	2400	
--	------	--

PO type    Dept    Order Number

Vendor Name	Price Agreement	Today's Date	6/5/2012
Vendor Address		Need by Date	6/30/2012
		Requester	Julius Early
Vendor Phone		Your Phone	512-974-4083
Vendor Code		Section Name	Signs & Markings

PRF Total	\$ 217,310.00
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Contract Number:

Is this vendor a certified M/W/OBE?    Yes    No

Is this a request for Petty Cash?    Yes    No

Do you need a check in advance?    Yes    No

Tax ID No: 1-74-6000085-8			Are dollars budgeted and available? <input type="checkbox"/> Yes <input type="checkbox"/> No		If not, attach a completed budget transfer form.						
Qty	Unit	Commodity Code	Unit Price	Description	Total Cost	Fund	Dept	Unit	Objt	Rept	Task Order No.
75	ea	55072	247.00	4' x 4' 125 Mil Black & White Pedicab Sign - Area: 16 square feet	18,525.00	5120	2400	2130	7124		
200	ea	55072	108.00	Beaded White 125 Mil 8' "ONLY" Legend FHWA Letters	21,600.00	5120	2400	2130	7124		
30	ea	55072	258.00	Beaded White 125 Mil 8' "MERGE" Legend FHWA Letters	7,740.00	5120	2400	2130	7124		
100	ea	55072	37.00	Beaded White 125 Mil 3' x 5' Sharks Teeth	3,700.00	5120	2400	2130	7124		
60	ea	55072	208.00	Non-Beaded White 125 Mil 12' Reversible Drop Lane Arrow	12,480.00	5120	2400	2130	7124		
200	pack	55072	177.00	Non-Beaded White 125 Mil 8' Reversible Turn Arrow	35,400.00	5120	2400	2130	7124		
100	pack	55072	155.00	Beaded White 125 Mil 9'10" Straight Arrow	15,500.00	5120	2400	2130	7124		
100	pack	55072	86.00	Beaded 125 Mil 12" White Line (30 feet/pack)	8,600.00	5120	2400	2130	7124		
50	pack	55072	57.00	Beaded 125 Mil 4" White Line (60 feet/pack)	2,850.00	5120	2400	2130	7124		
30	pack	55072	60.00	Beaded 125 Mil 4" Yellow Line (60 feet/pack)	1,800.00	5120	2400	2130	7124		
50	pack	55072	81.00	125 Mil 4" Blackout Material (60 feet/pack)	4,050.00	5120	2400	2130	7124		
50	pack	55072	229.00	Skid Resistant 90 Mil White 39" x 111" Left Bike/Chevron (2 per Pack)	11,450.00	5120	2400	2130	7124		
15	pack	55072	187.00	Skid Resistant 90 Mil Blue and White 48" Handicap Kit (2 per Pack)	2,805.00	5120	2400	2130	7124		
40	pack	55072	306.00	Skid Resistant 90 Mil White 4' x 2' Left Bike Lane Symbol (5 per Pack)	12,240.00	5120	2400	2130	7124		
40	pack	55072	340.00	Skid Resistant 90 Mil White 3'7" x 12" Left Bicycle Loop Detector (5 per Pack)	13,600.00	5120	2400	2130	7124		
150	pack	55072	76.00	Skid Resistant 90 Mil White 6' x 2'4" Bike Lane Straight Arrow (2 per Pack)	11,400.00	5120	2400	2130	7124		
30	pack	55072	246.00	Beaded 125 Mil White 16' x 20' Narrow RxR Kit (1 - X & 2 - R)	7,380.00	5120	2400	2130	7124		
20	pack	55072	127.00	Skid Resistant 90 Mil 2' x 3' Light Green Line (15 feet/pack)	2,540.00	5120	2400	2130	7124		
50	ea	55072	no charge	Preformed Thermoplastic Primer/Sealer 1 Gallon Pail - Provided at No Charge	no charge	5120	2400	2130	7124		
50	ea	55072	no charge	Preformed Thermoplastic Primer/Sealer 5 Gallon Bucket - Provided at No Charge	no charge	5120	2400	2130	7124		
200	sq ft	55072	18.00	125 Mil Beaded or Skid Resistant Single Color Custom Specialty Marking that is 4 sq ft or less in Overall Size - Includes	3,600.00	5120	2400	2130	7124		
200	sq ft	55072	17.00	125 Mil Beaded or Skid Resistant Single Color Custom Specialty Marking that is Greater Than 4 sq ft in Overall Size - Includes	3,400.00	5120	2400	2130	7124		
150	sq ft	55072	21.00	125 Mil Beaded or Skid Resistant Two Color Two Layer Stencil Custom Specialty Marking that is 4 sq ft or less in Overall Size - Includes	3,150.00	5120	2400	2130	7124		
150	sq ft	55072	23.00	125 Mil Beaded or Skid Resistant Interconnected Custom Specialty Marking Containing 3 or less Colors that is 4 sq ft or less in Overall Size - Includes	3,450.00	5120	2400	2130	7124		
150	sq ft	55072	20.00	125 Mil Beaded or Skid Resistant Interconnected Custom Specialty Marking Containing 3 or less Colors that is Greater Than 4 sq ft in Overall Size - Includes	3,000.00	5120	2400	2130	7124		
150	sq ft	55072	25.00	125 Mil Beaded or Skid Resistant Interconnected Custom Specialty Marking Containing 4 to 6 Colors that is 4 sq ft or less in Overall Size - Includes	3,750.00	5120	2400	2130	7124		
150	sq ft	55072	22.00	125 Mil Beaded or Skid Resistant Interconnected Custom Specialty Marking Containing 4 to 6 Colors that is Greater Than 4 sq ft in Overall Size - Includes	3,300.00	5120	2400	2130	7124		
					217,310.00						

Justification:	Information Systems Approval:
Ship to: 6301 Building D Harold Court Austin Texas 78721. Please call Joe Michael Limon at 512.699.0874 three hours prior to delivery. Delivery time is between 7:00 - 9:00 M-F.	
	Required for Computer/Software Purchases

Required Approval(s)

Supervisor/Manager    Division Manager    Department Director or designee

Fin/Purch Only:    Date:    Entered by:    Date:

Special Instructions:

# CITY OF AUSTIN, TEXAS

## Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

**SOLICITATION NO:** EAG0216

**COMMODITY/SERVICE DESCRIPTION:** Thermoplastic Pavement  
Marking Materials

**DATE ISSUED:** July 9<sup>th</sup>, 2012

**REQUISITION NO.:** 2400 12062100424

**PRE-BID CONFERENCE TIME AND DATE:** N/A

**COMMODITY CODE:** 55072, 55036

**LOCATION:** N/A

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT:**

**BID DUE PRIOR TO:** Wednesday, August 1<sup>st</sup>, 2012, 2:00 PM, local  
time

Erin Grace

Buyer I

Phone: (512) 972-4017

**BID OPENING TIME AND DATE:** Wednesday, August 1<sup>st</sup>, 2012, 2:15  
PM, local time

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 310, AUSTIN, TEXAS 78701

**LIVE BID OPENING ONLINE:**

**For information on how to attend the Bid Opening online, please select  
this link:**

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

### **SUBMIT 1 ORIGINAL AND 1 SIGNED COPY OF OFFER**

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

**FEDERAL TAX ID NO.** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

**Phone No.** (      )

**Fax No.** (      )



## Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See <a href="http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS">http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS</a> *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SPECIFICATIONS	2
0600	BID SHEET	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM	2
0700	REFERENCE SHEET	1
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1
N/A	Attachment A	1
N/A	Attachment B	1

All other Sections may be viewed at: [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm)

### **RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER\*\***

- Cover Page                      Offer Sheet
- Section 0600                    Bid Sheet(s)
- Section 0605                    Local Business Presence Identification Form
- Section 0700                    Reference Sheet
- Sections 0800 - 0835          Certifications and Affidavits
- Section 0900                    MBE/WBE Procurement Program Package or No Goals Utilization Plan

**\*\* See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**\* INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

***It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.***

***All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.***

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made bycheck unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. RIGHT TO AUDIT:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled deliverables shall be clearly identified as such.
  - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
  - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised 6/01/98).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions**

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit,

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

- A. **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.
39. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
40. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
41. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
42. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
44. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
49. **DISPUTE RESOLUTION**:
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
50. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
51. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
52. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

**55. EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

**56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
  - ii. "Cost of components" means -
    - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
    - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
  - iii. "Domestic end product" means-
    - (1) An unmanufactured end product mined or produced in the United States; or
    - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
  - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
  - v. "Foreign end product" means an end product other than a domestic end product.
  - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by fax to 512-472-4015, or email, [erin.grace@austintexas.gov](mailto:erin.grace@austintexas.gov) by Friday, July 20<sup>th</sup>, 2012, 2 PM, local time.

2. **ALTERNATE BIDS/QUOTES** (reference paragraph 7A in Section 0200)

Alternate Bids/Quotes will NOT be considered.

3. **INSURANCE**. Insurance is required for this solicitation.

A. General Requirements. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage (X,C,U).
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**4. TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 36 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

**5. QUANTITIES**

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

**6. DELIVERY REQUIREMENTS**

Location:	Days: Monday through Friday
6301 Harold Court	7 AM – 9 AM
Building D	
Austin, TX 78721	

- A. Delivery is to be made within 15 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

**7. INVOICES and PAYMENT** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Transportation Department
Attn:	Ericka Nowicki
Address	1501 Toomey Rd
City, State Zip Code	Austin, TX 78704

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**8. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE**

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

**9. SAMPLES – EXACT REPLICA**

- A. If requested, the Offeror shall submit an exact replica of the goods to be provided per specification. This sample shall be provided within 5 working days after request by the City.
- B. Send samples to the City at the following address:

City of Austin	
Department	Public Works-Markings Sections
Address	6301 Harold Court, Trailer D
City, State Zip Code	Austin, TX 78721
Attn:	Ericka Nowicki

- C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

**10. SAMPLES – QUALIFIED PRODUCTS LIST (QPL) and/or STANDARD PRODUCTS LIST (SPL)**

- A. The Offeror shall submit a sample of all proposed "equal" non-QPL and/or non-SPL products included in the Offer. The City reserves the right to test any "equal" non-QPL and/or non-SPL product that is offered prior to determination of award. If the amount of time required for testing exceeds ten (10) calendar days from the date of receipt of the sample, the City may award to Offerors with pretested products. The product will still be tested and if it meets specifications, will be added to the QPL and or SPL for future Solicitations.
- B. Send samples to the City at the following address:

City of Austin	
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**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

Department	Public Works-Markings Sections
Address	6301 Harold Court, Trailer D
City, State Zip Code	Austin, TX 78721
Attn:	Ericka Nowicki

- C. Products that are not pretested must be available within forty-eight (48) hours after Solicitation Due Date at no charge to the City for testing and evaluation.
- D. All products (except brand-name) provided to the City under this Solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- E. Samples will be provided at no cost to the City, will be retained by the City, and may be used in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

**11. HAZARDOUS MATERIALS**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "a " must be included with each shipment under the contract.

**12. RECYCLED PRODUCTS**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/> .
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

**13. PUBLISHED PRICE LISTS**

- A. Offerors may quote using published price lists in the following ways:
  - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

14. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:  
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

15. **ECONOMIC PRICE ADJUSTMENT**

- A. Prices shown in this contract shall remain firm for the first 12 month period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:
- B. Price Increases

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:

- (1) an itemized, revised price list with the effective date of the proposed increase;
- (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;

Contractor shall submit, as a part of the request for increase, the version of the Producer Price Index (s) (Table 6 - Producer price indexes and percent changes for commodity groupings and individual items, not seasonally adjusted) Thermoplastic resins and plastics material 0662 (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.

- (3) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.

- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
- iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase shall not exceed twenty-five percent (25%) for any single line item, and in no event shall the total amount of the contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.
- iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

**C. Price Decreases**

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have 30 calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

16. **INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

17. **CONTRACT MANAGER**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Ericka Nowicki

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512-974-4067

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[Ericka.Nowicki@austintexas.gov](mailto:Ericka.Nowicki@austintexas.gov)

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\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.



City of Austin  
Specifications for  
Thermoplastic Pavement Marking Materials  
IFB EAG0216

## **1.0 PURPOSE**

This Invitation for Bid is to establish a Contract for Thermoplastic Pavement Marking Materials for the Transportation Department. This specification covers durable retro-reflective pavement marking material suitable for use as a lane line, delineation, crosswalk, stop line, legend, or symbol marking that can be used on roadways, bike lanes, intersections, or parking lots. This will be a 3 year contract with up to 3, 12-month extension options. The bid shall be awarded to the lowest responsive, responsible bidder.

## **2.0 BIDDER QUALIFICATIONS**

Bidder must be currently engaged in the business of supplying thermoplastic pavement marking material on a daily basis. Per section 0700 Reference Sheet, Bidder must provide a list of three references in similar size and scope of the requirements of this Contract.

## **3.0 MATERIAL REQUIREMENTS**

3.1 The preformed pavement markings must be a resilient white and yellow product with uniformly distributed glass beads throughout the entire cross sectional area. Lines, legends, and symbols are to be capable of being affixed to bituminous and/or Portland concrete pavements by the use of the normal heat from a propane type of torch. Other colors shall be available as required.

3.2 The markings must be capable of conforming to pavement contours, brakes, and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, including the capability of fusing with itself and previously applied thermoplastic when heated with a torch.

3.3 The markings must be able to be applied with no minimum ambient or surface temperature requirements.

3.4 Material must be composed of a modified ester rosin, aggregates, pigments, binders, and glass beads which have been factory produced as a finished product, which shall be designed to meet the requirements of the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways and TXDOT specification DMS 8240-Type C and be approved for use by TXDOT and listed currently on the Material Producer List. The thermoplastic material shall also conform to AASHTO designation M249-79 (86), with the exception of the relevant differences for the material being supplied in a preformed state.

## **GRADED GLASS BEADS**

3.5 The material must contain a minimum of thirty (30) percent graded glass beads by weight. The beads are clear and transparent, and will not consist of more than twenty (20) percent of irregular fused spheroids, or silica. The index of refraction shall not be less than 1.50. Test for roundness shall conform to ASTM D-1155 requirements or latest revisions thereof. The material shall be supplied with factory applied surface beads. The surface beads shall have a minimum roundness of 90% and refractive index of 1.50.

## **PIGMENTS**

3.6 WHITE: Sufficient titanium dioxide pigment shall be used to ensure a color similar to Federal Highway White, Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected.

3.7 YELLOW: Sufficient yellow pigment shall be used to ensure a color similar to Federal Highway Yellow, Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected. The yellow pigment must be of organic origin only and contain no lead chromate.

3.8 OTHER COLORS: Must use organic pigments and be heavy metal free.

## **SKID RESISTANCE**

3.9 The surface of the material must provide a minimum resistance value of forty five (45) PBN with properly applied and embedded surface beads when tested according to ASTM: E303.

## **THICKNESS**

3.10 The material must be supplied at a minimum thickness of 125 mils (3.15mm).

## **VERSATILITY IN APPLICATION**

3.11 As an option, turn arrows and combination arrows shall be available without surface applied glass beads, thus facilitating the use of those arrows as either left or right indicators, thereby reducing inventory requirements. Material shall be capable of being applied to pavement either side up. For instance; should a turn arrow be applied to road surface, it could be used as either a left or right arrow.

## **ENVIRONMENTAL RESISTANCE**

3.12 The material must be resistant to deterioration due to exposure to sunlight, water, oil, gasoline, salt or adverse weather conditions.

## **4.0 APPLICATION**

4.1 ASPHALT: The materials shall be applied using a propane torch method recommended by the manufacturer. The material must be able to be applied with no preheating of the pavement to a specific temperature as described in the Institute of Transportation Engineer's Manual on Traffic Control Devices (Section 9.3.7). The pavement shall be clean, dry and free of debris. Supplier must enclose application instructions with each box/package shipped.

4.2 PORTLAND CONCRETE: The materials shall be applied using the same procedure as stated above, however a compatible primer sealer must be applied to concrete surface before material is installed to insure proper adhesion by providing an additional moisture barrier.

## **HEAT INDICATOR SYSTEM**

4.3 The markings shall have a visible indent indicator system in place. This system of surface indents evenly spaced throughout the surface of the material allows the person applying the material to determine when the correct amount of heat has been applied. This insures satisfactory adhesion and that proper bead embedment is achieved resulting in higher initial retro-reflectivity readings.

## **PRIMER SEALER**

4.4 The primer sealer shall come packaged in one (1) or five (5) gallon cans that can be resealed, after opening for ease of application, transportation, and storage. The primer sealer will be supplied free of charge and shipped with the material when requested.

## **5.0 WARRANTY**

There shall be a minimum two (2) year guarantee/non-prorated warranty on workmanship, material, and durability under normal urban traffic conditions.

## **6.0 DELIVERY REQUIREMENTS**

6.1 The Preformed Thermoplastic Markings shall be placed in protective plastic film with cardboard cartons and stiffeners were necessary and mounted on a pallet in a fashion so as to prevent damage in transit or storage.

6.2 Deliveries shall not exceed fifteen (15) days after receipt of purchase order, or date of specific delivery request.

6.3 Deliveries will be made to 6301 Harold Court, Building D, Austin, TX 78721

6.4 Delivery time will be Monday through Friday, between 7:00 AM and 9:00 AM.

**Bid Sheet**  
**City of Austin**  
**Thermoplastic Pavement Marking Materials**

<b>BID NO.</b>	EAG0216
<b>RX NO.</b>	2400 12062100424
<b>DATE:</b>	7/9/2012
<b>BUYER:</b>	Erin Grace

**Special Instructions:** Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	4' x 4' 125 Mil Black & White Pedicab Sign - Area: 16 SQ. FT * see attachment A	75	EACH		
2	Beaded White 125 Mil 8' "ONLY" Legend FHWA Letters	200	EACH		
3	Beaded White 125 Mil 8' "MERGE" Legend FHWA Letters	30	EACH		
4	Beaded White 125 Mil 3' x 5' Sharks Teeth * see attachment B	100	EACH		
5	Non-Beaded White 125 Mil 12' Reversible Drop Lane Arrow	60	EACH		
6	Non-Beaded White 125 Mil 8' Reversible Turn Arrow (2 per Pack)	200	PACK		
7	Beaded White 125 Mil 9'10" Straight Arrow (2 per Pack)	100	PACK		
8	Beaded 125 Mil 12" White Line (30 feet/pack)	100	PACK		
9	Beaded 125 Mil 4" White Line (60 feet/pack)	50	PACK		
10	Beaded 125 Mil 4" Yellow Line (60 feet/pack)	30	PACK		
11	125 Mil 4" Blackout Material (60 feet/pack)	50	PACK		
12	Skid Resistant 90 Mil White 39" x 111" Left Bike/Chevron (2 per Pack)	50	PACK		
13	Skid Resistant 90 Mil Blue and White 48" Handicap Kit (2 per Pack)	15	PACK		
14	Skid Resistant 90 Mil White 4' x 2' Left Bike Lane Symbol (5 per Pack)	40	PACK		
15	Skid Resistant 90 Mil White 3'7" x 12" Left Bicycle Loop Detector (5 per Pack)	40	PACK		
16	Skid Resistant 90 Mil White 6' x 2'4" Bike Lane Straight Arrow (2 per Pack)	150	PACK		
17	Beaded 125 Mil White 16' x 20' Narrow RxR Kit (1 - X & 2 - R)	30	EACH		
18	Skid Resistant 90 Mil 2' x 3' Light Green Line (15 feet/pack)	20	PACK		
19	125 Mil Beaded or Skid Resistant Single Color Custom Specialty Marking that is 4 SQ. FT or less in Overall Size - Includes Design Fees	200	SQ. FT		
20	125 Mil Beaded or Skid Resistant Single Color Custom Specialty Marking that is Greater Than 4 SQ. FT in Overall Size - Includes Design Fees	200	SQ. FT		
21	125 Mil Beaded or Skid Resistant Two Color Two Layer Stencil Custom Specialty Marking that is 4 SQ. FT or less in Overall Size - Includes Design Fees	150	SQ. FT		

22	125 Mil Beaded or Skid Resistant Interconnected Custom Specialty Marking Containing 3 or less Colors that is 16 SQ. FT or less in Overall Size - Includes Design Fees	150	SQ. FT		
23	125 Mil Beaded or Skid Resistant Interconnected Custom Specialty Marking Containing 3 or less Colors that is Greater Than 16 SQ. FT in Overall Size - Includes Design Fees	150	SQ. FT		
24	125 Mil Beaded or Skid Resistant Interconnected Custom Specialty Marking Containing 4 to 6 Colors that is less 16 SQ. FT or less in Overall Size - Includes Design Fees	150	SQ. FT		
25	125 Mil Beaded or Skid Resistant Interconnected Custom Specialty Marking Containing 4 to 6 Colors that is Greater Than 16 SQ. FT in Overall Size - Includes Design Fees	150	SQ. FT		
26	Beaded 125 Mil White 9'10" Straight Arrow with 4" Black Contrast Border (1 each per pack)	20	PACK		
27	Beaded 125 Mil White 8' Right Turn Arrow with 4" Black Contrast Border (1 each per pack)	20	PACK		
28	Beaded 125 Mil White 8' Left Turn Arrow with 4" Black Contrast Border (1 each per pack)	20	PACK		
29	Beaded 125 Mil White 8' Right/Straight Combination Arrow with 4" Black Contrast Border (1 each per pack)	20	PACK		
30	Beaded 125 Mil White 8' Left/Straight Combination Arrow with 4" Black Contrast Border (1 each per pack)	20	PACK		
31	Beaded 125 Mil 4" White Line with 1.5" Black Contrast Border (45LF per pack)	30	PACK		
32	Beaded 125 Mil 12" White Line with 1.5" Black Contrast Border (45LF per pack)	30	PACK		
TOTAL BID					

THE CITY MAY WISH TO PURCHASE ITEMS NOT LISTED ON THIS BID SHEET. PLEASE LIST THE PERCENTAGE DISCOUNT FROM MSRP OFFERED TO THE CITY FOR ANY ADDITIONAL PRODUCTS OFFERED. \_\_\_\_\_

DELIVERY METHOD: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_



**City of Austin**  
**Purchasing Office**  
**Local Business Presence Identification Form**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

**USE ADDITIONAL PAGES AS NECESSARY**

**OFFEROR:**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**City of Austin**  
**Purchasing Office**  
**Local Business Presence Identification Form**

---

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

**OFFEROR'S FULL NAME AND ENTITY STATUS:**

---

---

Signature, Authorized Representative of Offeror

---

Title

---

Date

**END**

**CITY OF AUSTIN  
PURCHASING OFFICE  
REFERENCE SHEET**  
**Please Complete and Return This Form with the Offer**

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least  recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button.

=====>

**Add Reference**

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**

**SOLICITATION NO** **EAG0216**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*



*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR	_____
Authorized Signature	_____
Title	_____

**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

**SOLICITATION NO.** EAG0216

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. EAG0216  
FOR

Thermoplastic Pavement Marking Materials

**State of Texas**

**County of Travis**

**The undersigned “Affiant” is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:**

The term “**Offeror**”, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

- 1. Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
  - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
  - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- 2. Preparation of Solicitation and Contract Documents.** . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 4. Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
- 5. City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
- 6. Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
  - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the foregoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's  
Explanation:

--

- 7. Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	<div style="border: 1px solid black; height: 25px;"></div>
Printed Name:	<div style="border: 1px solid black; height: 25px;"></div>
Title:	<div style="border: 1px solid black; height: 25px;"></div>

\_\_\_\_\_  
Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
**SOLICITATION NO. EAG0216**

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ☐ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

Bidder's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS FORM**

SOLICITATION NUMBER:	EAG0216
PROJECT NAME:	Thermoplastic Pavement Marking Materials

**The City of Austin has determined that no goals are appropriate for this project.** Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No \_\_\_\_\_ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes \_\_\_\_\_ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title of Authorized Representative (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS UTILIZATION PLAN**  
*(Please duplicate as needed)*

SOLICITATION NUMBER:	EAG0216
PROJECT NAME:	Thermoplastic Pavement Marking Materials

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

\_\_\_\_\_  
**Name and Title of Authorized Representative (Print or Type)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

<b>Sub-Contractor/Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>Sub-Contractor/Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

**Reviewing Counselor** \_\_\_\_\_ **Date** \_\_\_\_\_ **Director/Deputy Director** \_\_\_\_\_ **Date** \_\_\_\_\_

**CITY OF AUSTIN  
PURCHASING OFFICE  
"NO OFFER" REPLY FORM**

**SOLICITATION NUMBER:** EAG0216

**Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply**

City of Austin  
Purchasing Office  
P.O. Box 1088  
Austin, Texas 78767-8845

**(DO NOT RETURN ALONG WITH OFFER)**

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

**COMMODITY CODE:** 55072, 55036      **DESCRIPTION:** Thermoplastic Pavement Marking Materials

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

\_\_\_\_\_  
\_\_\_\_\_

Contractor's Name:

Street Address

City, State, Zip Code

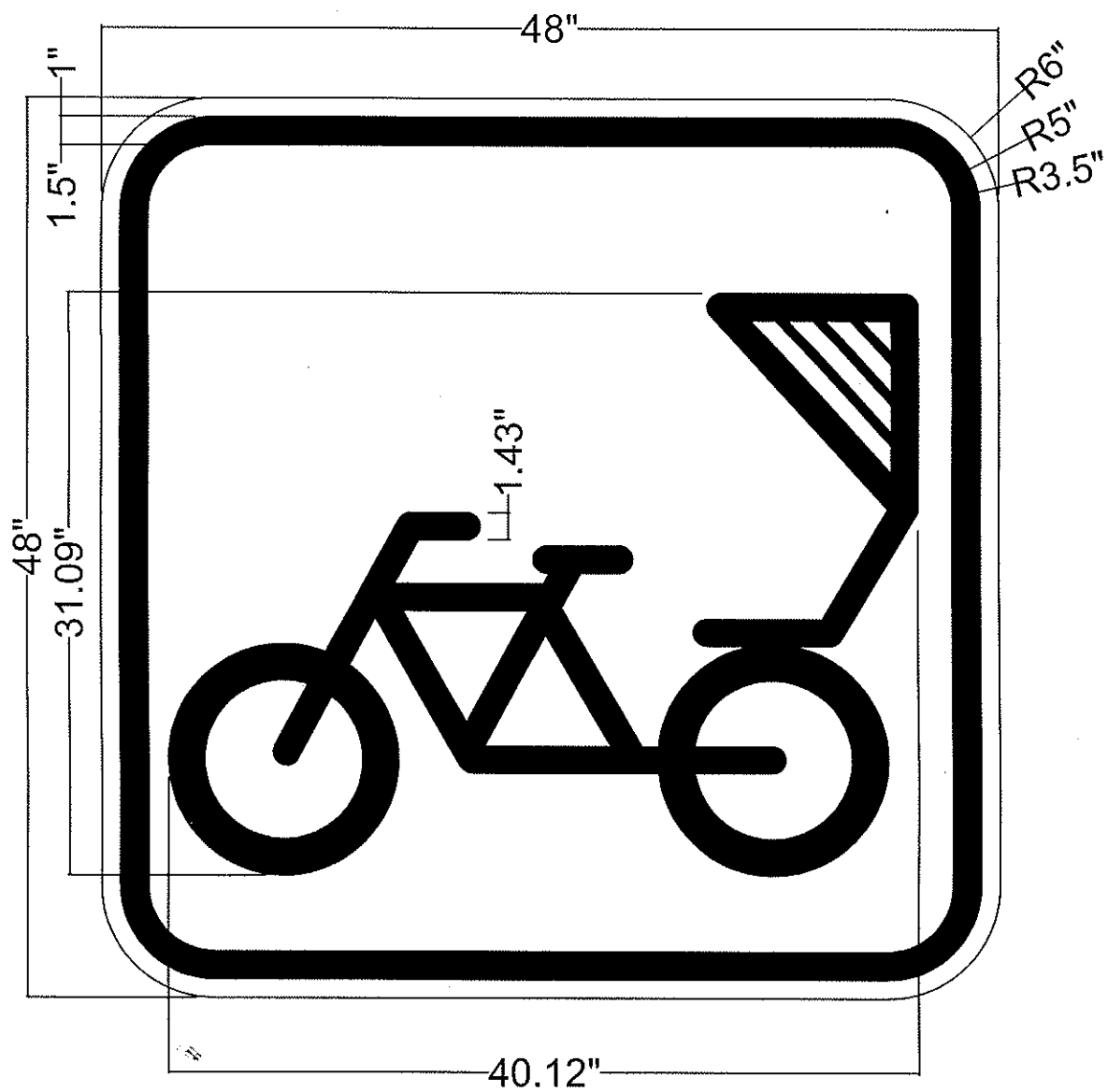
Signature of Officer or  
Authorized

Representative:

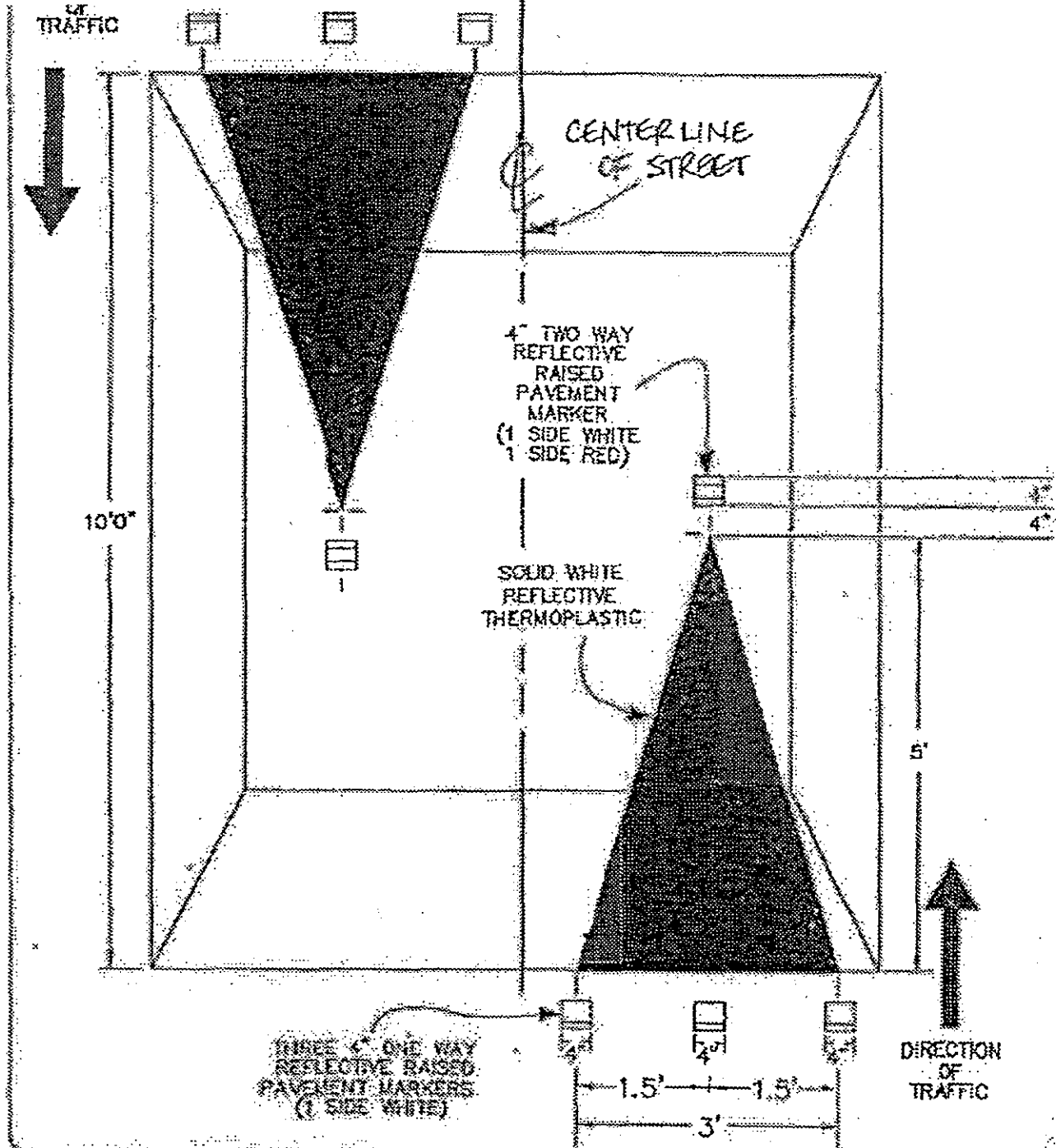
Date:

Printed Name:

Title







DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION, CITY OF AUSTIN, TEXAS

**SPEED CUSHION - TYPE (10' LONG X ' WIDE)**

**PERMANENT MARKING, TWO-WAY TRAFFIC**

8/25/00

STANDARD DETAIL



**ADDENDUM**

**INVITATION FOR BID (IFB)**

**PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

**IFB No.: EAG0216**

**Addendum No: 1**

**Date of Addendum: August 1, 2012**

---

1.0 This addendum is incorporating the following clarification to the above-referenced IFB.

Changes to solicitation due dates as follows;

1.1 Bid Due Prior to time/date is changed to 2:00 pm, local time, Wednesday, August 8, 2012

1.2 Bid Opening Time and Date is changed to 2:15 pm, local time, Wednesday, August 8, 2012

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

  
Erin Grace, Buyer I  
Purchasing Office

8/1/12  
Date

ACKNOWLEDGED BY:

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**RETURN A COPY OF THIS ADDENDUM**  
**to the Purchasing Office, City of Austin, Texas with your bid.**  
**Failure to do so may constitute grounds for rejection of your offer.**



**ADDENDUM**

**INVITATION FOR BID (IFB)**

**PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

**IFB No.: EAG0216**

**Addendum No: 2**

**Date of Addendum: August 8, 2012**

---

1.0 This addendum is incorporating the following clarification to the above-referenced IFB.

Changes to solicitation due dates as follows;

- 1.1 Bid Due Prior to time/date is changed to 2:00 pm, local time, Wednesday, August 15, 2012
- 1.2 Bid Opening Time and Date is changed to 2:15 pm, local time, Wednesday, August 15, 2012

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

  
\_\_\_\_\_  
Erin Grace, Buyer I  
Purchasing Office

8/8/12  
Date

ACKNOWLEDGED BY:

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**RETURN A COPY OF THIS ADDENDUM**  
**to the Purchasing Office, City of Austin, Texas with your bid.**  
**Failure to do so may constitute grounds for rejection of your offer.**



TO: Veronica Lara, Director  
Department of Small and Minority Business Resources

FROM: Erin Grace, Buyer I  
Purchasing Office

DATE: June 22, 2012

SUBJECT: Approval to use Zero Goals for Solicitation No. IFB EAG0216  
Project Name: Thermoplastic Pavement Marking Materials  
Commodity Code(s): 55072, 55036  
Estimated Value: \$225,000 for the first year

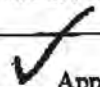
The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicitation:

☒ No Goals (Goal of 0%)

This determination is based on the following reason:

This solicitation will be bid by and awarded to a prime contractor. No subcontracting opportunities have been identified.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement, please approve the use of the above goals by completing and returning the below endorsement. If you have any questions, call me at 972-4017.



Approval is hereby granted to use the above Goals.

Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals: \_\_\_\_\_ % MBE \_\_\_\_\_ % WBE

b. Subgoals: \_\_\_\_\_ % African American \_\_\_\_\_ % Hispanic

\_\_\_\_\_ % Native/Asian American \_\_\_\_\_ % WBE

This determination is based on the following reasons: no subcontracting opportunities were identified

Raymond M. Young, Sr  
Veronica Lara, Director

Date:

June 27, 2012