City of Columbus RFQ031031 Department of Public Service, Division of Traffic Management Thermoplastic Detail Striper BIDDER GUIDE

The following information is provided by the City of Columbus to assist you in navigating the formal bid procedures. This information is not to supersede or replace any of the actual bid specifications or requirements; its sole purpose is to provide information on the process. If you have any questions regarding the process, please contact the appropriate City of Columbus representative listed on the bid solicitation (for specification questions see instructions below).

Any addenda issued by the City of Columbus will be posted on this site. The City of Columbus will send notification of addenda to Bidders that have an active login id and password with Columbus Vendor Services and are registered for the commodity code(s) associated with this solicitation.

Though the notification methods above will be utilized to notify bidders of addenda it is ultimately the Bidder's responsibility to check this site for verification of any issued addenda.

responsibility to check this site for verification of any issued addenda.
IN ORDER FOR YOUR BID TO BE CONSIDERED:
X Pricing is to be entered into the corresponding lines in the body of the RFQ
AND
The following documents must be completed and attached to your response. Complete this checklist to confirm the items required in your bid. Failure to submit the listed documents may be cause for rejection of your bid:
X Completed Product Bid details (pages 6 - 9)
X Reference Pages
Subcontractor Information
Experience Documentation
Literature

<u>Please refer to the Vendor Services User Guide for guidance using the Attachment feature to attach references, literature, warranty information and any other documentation as needed.</u>

PLEASE NOTE - ALL ATTACHMENTS MUST BE IN PDF FORMAT TO ATTACH.

X Warranty

PLEASE NOTE – Per ORC Chapter 1703, to be awarded this bid you must show proof your company is registered and in good standing to do business in the State of Ohio through the Secretary of State, or provide a certified statement that your company falls within one of the exemptions in the Ohio Revised Code Chapter 1703.02. To register or check the status of your company go to https://www.ohiosos.gov/businesses/



MRL Equipment Company 5379 Southgate Dr. Billings, MT 59101 406.869.9900 markritelines.com

Initials



Photo Disclaimer: The photo provided is not representative of the proposed truck.

Proposal For:

City of Columbus

Presented On:

November 12th 2025

Prepared By:

David Kautz

Thermo Sales

406.670.9013

dkautz@markritelines.com



MRL Equipment Company 5379 Southgate Dr. Billings, MT 59101 406.869.9900 markritelines.com







Company Overview

Built by Stripers for Stripers

MRL Equipment Co. Inc. has manufactured pavement marking, grooving, and pavement maintenance equipment for over 35 years. Founded by road stripers with first-hand knowledge and a background in striping operations, MRL engineers and builds traffic paint, thermoplastic, plural component, line/pavement grooving, and water blasting equipment.

Our Commitment to Customers

Our customer-driven innovation philosophy powers our commitment to build trucks and equipment unique to the customers they serve. Each MRL truck is designed to meet the customer's demands, without compromising reliability and productivity. Backed by our sales, customer service, and parts teams, MRL customers and their trucks are supported each step of the way.

Experience Matters

MRL products are used worldwide, and our experienced and dedicated team stands behind the products.

- A seasoned parts fulfillment team with over 65 years of experience
- Sales & Marketing professionals who work together with our production teams to build industryleading equipment.
- End-to-end engineering and design teams
- 140,000 sg. ft. of assembly, testing, fabrication, and R&D facilities
- Experienced service technicians who can assist with start-up, training, and customized support.
- A partnership with HighMark Traffic Services, with decades of road marking knowledge and experience.

MRL is dedicated to making customized, reliable equipment for the line striping industry!

Customizing trucks for over 35 years! 406-869-9900

sales@markritelines.com

www.markritelines.com

5379 Southgate Drive Billings, MT 59101



MRI. Equipment Company 5379 Southgate Dr. Billings, MT 59101 406.869.9900 markritelines.com

Overview and Specifications

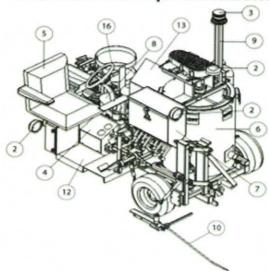


Illustration Disclaimer: The drawing provided above is for illustration purposes only and does not represent the exact equipment, accessories, and parts being quoted. If changes are needed after the approved drawings and production has begun, there will be additional costs associated with the change order and addendum.

Training and Support

MRL offers training along with each new purchase of a unit. Training is scheduled upon equipment completion. MRL does offer both training on-site and at our Billings headquarters. Our technicians are the best in the industry with many of them having years of experience on the very equipment they are training on. Our technicians will conduct a thorough training session where your staff and operators will understand the components, recommended maintenance, and use of the equipment. Once the training session is complete, you will be asked to sign an acknowledgment of the training before usage of the equipment.

MRL Service technicians are the most experienced and road-tested support team in the industry, with expertise earned through years as stripers. From on-site training to virtual visits and phone calls, let our experts assist you with technical issues, questions, and troubleshooting.

MRL parts sales team is always there to help your operators with questions or to assist with your parts needs. We strive to meet your parts requests as quickly as possible, with many items shipping the same day they are ordered. With over 65 years of experience, our parts team understands how important it is to keep your equipment up and running.

Customizing trucks for over 35 years! 406-869-9900

sales@markritelines.com

www.markritelines.com

5379 Southgate Drive Billings, MT 59101 Date: November 12th 202

Quote #: 0 MRL Unit Number: From: David Kautz

REV: 2 Phone: 406.670.9013

Company Name: City of Columbus Email: dkautz@markritelines.com

Company Address: 0

Attention: 0
Phone: 0
Email: 0
Sourcewell # 0

Code BASE MODULE

Mark Rite Lines Right Hand Thermo Mini Mac Model self-propelled Thermoplastic ride-on detail striper designed to apply ribbon extrusion thermoplastic

markings for intersection work, symbols, legends, and short line striping. The Mini 400 is designed to be supplied with heated thermoplastic material from a separate thermoplastic pre-melting kettle not included with the striper purchase.

Mark Rite Lines Right Hand Thermo Mini Mac Model self-propelled Thermoplastic ride-on detail striper designed to apply ribbon extrusion thermoplastic markings for intersection work, symbols, legends, and short line striping. The Mini 400 is designed to be supplied with heated thermoplastic material

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Design Features

030221 Welded tubular steel frame

032400RH

032400RH

4-wheel self propelled chassis with rear steering via dual wheel, rear pivot steering system

Hydrostatic one pedal forward, 0-7.5 mph (0-12km) and reverse drive system

Fully enclosed internal electronic hydraulic brake system w/ manual hydraulic bypass relief.

400lb. / 182kg. capacity oil jacketed non-pressurized thermoplastic material tank with integral thermoplastic material pump. Electronically controlled Pump RPM with RPM indicator gauge.

Thermostatically controlled LPG heat transfer oil heating system with oil circulation pump and digital controls

Adjustable slides that allow application widths of 4" - 13" (10cm - 33 cm).

Ribbon extrusion gun air lift control with locking pin for transport.

Single drop glass bead system with 100lb. / 45kg bead hopper, three (3) glass bead guns equipped with adjustable air injection system. Optional Double Drop Bead System available.

8 cfm 110psi air compressor with adjustable air unloader and moisture separator for glass bead system, operating solenoids, ribbon gun lift and thermoplastic material "blow down" system.

Electrical control console with electronic burner control, gun on/off switches, gun test switches, pilot light and remote E-Stop engine shutdown switch. Adjustable alignment pointer guide equipped with operator activated air lift. *Optional Laser Pointer available*.

Safety lighting package as follows: Three (3) LED night lights - one to illuminate material tank fill port, one to illuminate forward work area and one to illuminate the application gun carriage. Two (2) Whelen LED amber strobes. One mounted on the rear of the unit, one mounted on a vertical mast above the machine.

Secure travel latch built on front of machine, optional steel latch lock to install on trailer bed available.

Standard color Lime Squeeze Green with silver material tank - Option colors available for a charge.

MRL one-year warranty on MRL fabricated parts.

Skipline timing system: Color Display, enables operator to program on / off skip cycles. Includes footage counters, bead lead/lag function, holds up to 3 profiles.

Power Plant Selection

25hp Kohler

Engines include electric start to power the hydraulic system and engine hour meter.

Base Price (as described above) \$78,784.34

Options - Not included in the above price: (Please add to pricing)

Bead Systems

Single drop pressurized bead system \$7,936.50

Includes one Graco bead tank
Four Graco bead guns and LaMan dryer extractor

Double drop non-pressurized glass bead system \$3,439.16

Includes two compartment glass bead hoppers

Three (3) additional air Injected bead guns installed.

Double drop glass bead system: Pressurized Bead system. \$15,343.90

Includes Eight Graco bead Guns

4 of 16

Code

Initiale

Includes two compartment glass bead hoppers Two (2) Pressurized Bead tank with % hose to bead guns LaMan dryer extractor

	Gun Systems				
	13" Single Side Gun w/Skid Guard	Standard			
	Custom 24" Ribbon Gun dispensing system (upgrade, in place of 13" die & sildes) \$15,470.55 Accepts slides to have two (2) simultaneous 4".3" 6" 6".3" 6" inch wide double lines in addition to slides for 4" 6" 8" and 12" single line w				
	Accepts slides to have two (2) simultaneous 4"-3"-4", 6"-3"-6" inch wide double lines in addition to slides for 4", 6", 8", and 12" single line with. Also				
	capable of 24" wide markings in a single pass. Includes guide wheel and actuator for level gun height, Gun level system installed to provide line stab				
	during operation MRL Quad ribbon gun dispensing system w/Skid Guard (upgrade, in place of 13" die & slides) \$13,068.78				
	MRL Quad ribbon gun dispensing system w/Skid Guard (upgrade, in place of 13" die & slides) Ability to have two (2) simultaneous 4-Inch-wide lines in addition to on the fly adjustment between 4", 6", 8" and 12"				
030220	\$11,296.28				
030220	18" ribbon gun dispensing system W/Skld Guard (upgrade, in place of 13" die & slides	The same of the sa			
	18" wide ribbon gun with 8" & 12" knife gates to produce 8",12",18" lines with an operator switch. Also accepts slide	s to produce line width choice of			
	single lines as well as double lines with skip solid capability w/ skipline timing system.				
	Other Items	\$2 202 64			
	GL1000 Guidance Laser system installed on the unit.	\$3,302.64			
	Spare parts kit	\$4,005.55			
	MRL Mini Mac Transport Trailer -Bumper pull 7,000lb GVW, 2 axle)	\$17,601.54			
	Steel construction w/wood decking configured for the MM400 and equipment.	317,002.34			
	Two (2) 3500 lb. (1587 kg) capacity Dexter E-Z Lube Brake Drop Axles and required ICC lighting.				
	Approximate bed size 81" X 192" (200cm X 498cm).				
	Two (2) 33 lb. propane tank mounts mounted on the front of the unit, (LPG Tanks not included)				
	Equipped with steel tall gate / ramp for easy loading/unloading.				
	Equipped with quick release lock down device for securing MM unit during transport.				
	includes 30-gallon non-potable water tank w/spigot, Spare Tire and trailer jack.				
	Bull dog ball hitch.				
	TRAINING - Onsite at customer location	\$6,750.00			
	Wheel Locker -valve provides electrically actuated traction control for hydrostatic systems with one pump and two many and two many are tractions.	otors in parallel			
RFQ					
RFQ					
Code	Unit Color Configuration				
Standard	Powder Coated , Material Tank Silver				
Standard	Colors White Lime Squeeze X STANDARD				
Standard	Signal Yellow				
Standard	Traffic Orange	4. 5.0 00			
Custom	Powder Coated	\$4,940.00			
	Hels Torres and an Bondine				
	Unit Temperature Reading Elsius Celsius				
	xx Fahrenheit (standard) Celsius				
Code	MISCELLANEOUS				
FREIGHT	Freight F.O.B Billings, MT				
TRAINING	Pricing includes one (1) day Technical Start Up Training conducted at the MRL Facility in Billings, Montana.				
	Them's melades one (x) day recrimed start op Hamm's conducted at the White Facility in Jillings, Montana.				
Code	NOTES				
	The called out 13" die is not included and has been upgraded to the MRL Adjustible 18" die per the bid specifications	. Unit will be			
	painted/powder coated Traffic Safety Lime Squeeze Green	Two (2) days of OTJ			
		columbus on Net 30			
	day terms, no down payment required. Balance Due remitted in preferred from the city				
	con comme of the control of the cont				
	COST RDEAKDOWN				
	<u>COST BREAKDOWN</u>				
	MRL Mini Mac: \$128,129.99				
	Freight F.O.B. Billings, MT: Freight FOB Billings, MT				
	<u>Total Sales Price: \$128,129.99</u>				
	Freight to designated Buyer location: \$5,800.00				
	Balance Due - Net 30 upon delivery of Unit(s): \$133,929.99				
		cooperative being used			
	Aldr for 30 days. Prices are subject to change thereafter. Delivery stated is based on current inventory and order status	as of this date and is subject to			
_	build and shipment date will be assigned upon receipt of confirmed order and purchase order.	1 0014710000			
1	NOTE: MRL will honor quote beyond 30-Days and will extend validation	through 03/1//2026.			

6 of 16

Initials ___

EEOF , the parties have executed this Purcha	sse Agreement the day and year writt	en below.
MARK RITE LINES EQUIPMI	ENT CO, INC.	City of Columbus
Company		Company
Signed		Signed
Title		Title
Date		
Date		Date
STATE OF MONTANA)		
) ss.		
County of Yellowstone)		
On this day of whose name is subscribed to the within in	, 20, before	ne personally appeared known to me to be the person
and a substitute to the within in	istrament, and acknowledged to me	nat executed the same.
		NOTARY PUBLIC for the State of Montana.
		Residing at Billings, MT. My Commission Expires
STATE OF	, i	
County of) ss.		

NOTARY PUBLIC for the State of

Residing at _____ My Commission Expires _



MRL TERMS AND CONDITIONS OF SALES

CUSTOMER AND MRL EQUIPMENT COMPANY, INC. (THE "SELLER"), AGREE THAT SALES OF SELLER'S PRODUCTS (THE "PRODUCTS") ARE MADE ONLY UNDER THESE TERMS AND CONDITIONS, AND THAT SELLER SHALL NOT BE BOUND BY CUSTOMER'S ADDITIONAL OR DIFFERENT TERMS. THE ACCEPTANCE OF THE CUSTOMER'S ORDER IS CONDITIONED ON THE CUSTOMER'S ACCEPTANCE OF THESE TERMS. CUSTOMER SHALL INDICATE ITS AGREEMENT TO BE BOUND BY THESE TERMS BY WRITTEN ACKNOWLEDGEMENT, BY IMPLICATION, OR BY ACCEPTANCE OF DELIVERY OF THE PRODUCTS.

Seller reserves the right to increase the quoted order price set forth in this order acknowledgment at any time before delivery to Buyer to reflect any increase in Seller's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Seller. Seller shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgment. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. MRL reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in MRL's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of MRL. MRL shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase."

NOTICE TO SELLER'S DEALERS AND DISTRIBUTORS:

IF THE CUSTOMER IS A PARTY TO AN AGREEMENT THAT INCLUDES TERMS AND CONDITIONS OF SALE THAT WOULD NORMALLY APPLY TO THE TRANSACTION UNDER WHICH THESE TERMS AND CONDITIONS WERE ISSUED, THEN THESE TERMS AND CONDITIONS SHALL NOT MODIFY, SUPERSEDE OR OTHERWISE AFFECT SUCH DEALER OR DISTRIBUTOR AGREEMENT AND THE TERMS AND CONDITIONS OF SALE INCLUDED WITH SUCH AGREEMENT SHALL CONTROL.

1. <u>TITLE AND RISK OF LOSS:</u> After delivery of the Equipment in good order to the Carrier of Purchaser's choice, risk of loss shall be with the Purchaser and Mark Rite Lines Equipment Company's responsibility shall cease. As long as Mark Rite Lines Equipment Company remains unpaid it shall have a lien on the Equipment and shall have a right to repossession and disposal of the Equipment notwithstanding delivery to the Carrier.

A. If the Products are subject to state vehicle title laws, title and risk of loss or damage will pass to Customer on the first of the following to occur: (i) delivery of the Products to Customer; (ii) delivery of the Products to Customer's authorized agent; or (iii) delivery of the Products to any common carrier for shipment. The manufacturer's statement of origin ("MSO") shall be delivered from the Seller to the Customer upon the Seller's receipt of payment in full.

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- B. If the Products are not subject to a state vehicle title law, title and risk of loss or damage will pass to Customer on the first to occur of the following: (i) delivery of the Products to Customer; (ii) delivery of the Products to Customer's authorized agent; or (iii) delivery of the Products to any common carrier for shipment.
- TAXES: Product prices are exclusive of, and Customer shall pay, applicable sales, use, service, value added or like taxes, unless Customer has provided Seller with an appropriate exemption certificate for the delivery destination acceptable to the applicable taxing authorities.
- 3. PRICES AND PAYMENT: All quotations shall expire thirty (30) days from the date of issuance unless otherwise set forth on the quotation or agreed in writing. Quoted prices include packing and packaging. Customer shall make payment in full prior to or upon delivery by ACH transfer unless Seller approves Customer for credit terms. If Seller approves Customer's credit application, payment shall be due no later than 30 days from the date of Seller's invoice. All sums not paid when due shall accrue interest daily at the lesser of a monthly rate of 1.0% or the highest rate permissible by law on the unpaid balance until paid in full. Unless otherwise agreed in writing by Seller, payments shall be made in U.S. Dollars. In the event of any order for several units, each unit(s) will be invoiced when shipped.
- ORDERS: All orders are subject to acceptance by the Seller, which shall be indicated in writing.
- 5. <u>DELIVERY:</u> Seller shall deliver the Products F.O.B. Seller factory and, if the Products are sold to a Customer outside the United States, shall clear the Products for export destined outside the United States. The customer shall pay all freight charges, applicable import duties, and other necessary fees and shall bear the risks of carrying out customs formalities and clearance. Orders are entered as close as possible to the Customer's requested shipment date, if any. Shipment dates are scheduled after acceptance of orders and receipt of necessary documents. Claims for shipment shortage shall be deemed waived unless presented to Seller in writing within forty-five (45) days of shipment.
- 6. NON-CONFORMING DELIVERY: Customer shall notify Seller of any visible defects, quantity shortages, or incorrect product shipments in writing within five (5) working days of receipt by Customer. Failure to notify Seller within such time period shall be deemed an unqualified waiver of Customer's right to subsequently raise such objections.
- 7. <u>LIMITED WARRANTY:</u> IF THE PRODUCTS PURCHASED ARE SOLD PURSUANT TO A WARRANTY POLICY SPECIFIC TO SUCH PRODUCTS, THEN THE POLICY SET FORTH IN SECTIONS 7-8 SHALL NOT BE EFFECTIVE AS TO SUCH PRODUCTS AND THE SPECIFIC WARRANTY POLICY SHALL CONTROL.

Subject to the foregoing paragraph, Seller's Products are warranted against defects in material and workmanship and shall conform to Seller's published specifications or other specifications accepted in writing by Seller for one year from the date Seller ships the Products to Customer ("Delivery Date"). Please review the full Limited Warranty statement after #22

CUSTOMER REMEDIES: Seller's sole obligation (and Customer's sole remedy) with respect
to the foregoing Limited Warranty shall be to, at its option, return the fees paid or repair/replace

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any defective Products, provided that the Seller receives written notice of such defects during the applicable warranty period. Customer may not bring an action to enforce its remedies under the foregoing Limited Warranty more than one (1) year after the accrual of such cause of action.

- 9. <u>RETURN/CANCELLATION/CHANGE POLICY:</u> Customer may return unwanted parts Products within thirty (30) days of the Delivery Date, provided such Products are in new, unused, and undamaged condition and are resalable as new products without modification or repackaging. The customer shall pay a twenty percent (20%) restocking charge on any unwanted Products returned to the Seller. No returns will be accepted after the thirty (30) day period has expired. Where custom products or services are involved, Customer shall be responsible for all related work in progress; however, Seller shall take reasonable steps to mitigate damages immediately upon receipt of a written cancellation notice from Customer. A Return-Material Authorization number must be obtained from the Seller for the return of any Products. Seller may terminate any order if representatives made by Customer to Seller are false or misleading. Changes to orders shall not be binding upon nor be put into effect by Seller unless confirmed in writing by Seller's appropriate representative.
- 10. NO OTHER WARRANTIES: EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED ARE MADE WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. SELLER DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES NOT STATED HEREIN.

11. Environmental Indemnification

1. Compliance with EPA and CARB Regulations

The Customer acknowledges and agrees that it is solely responsible for ensuring the purchased Products, including but not limited to chassis and related equipment, are compliant with all applicable federal, state, and local environmental regulations, including but not limited to those established by the Environmental Protection Agency ("EPA") and the California Air Resources Board ("CARB"). The Customer further agrees that it has conducted its own due diligence to verify compliance with these regulations as they pertain to the intended use, operation, and jurisdiction of the products.

2. Indemnification Obligation

The Customer shall indemnify, defend, and hold the Seller, its affiliates, subsidiaries, officers, directors, employees, agents, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, liabilities, damages, losses, penalties, fines, costs, or expenses (including reasonable attorneys' fees and legal expenses) arising out of or relating to:

(a) The Customer's failure to ensure compliance with EPA or CARB regulations, including but not limited to any modifications, alterations, or uses of the chassis or

equipment that render them non-compliant;

(b) The Customer's use, operation, or resale of the products in violation of any

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applicable environmental laws or regulations;

(c) Any third-party claims, governmental investigations, or enforcement actions arising from alleged noncompliance with EPA or CARB standards attributable to the Customer's activities; or (d) Any breach by the Customer of its representations, warranties, or obligations under this Agreement as they pertain to regulatory compliance.

- 3. Mark Rite Lines Equipment Company Compliance Representations
 Seller warrants that, as of the date of delivery, the Products comply with applicable EPA and CARB standards and regulations for their intended use, as expressly stated in the Seller's specifications. Seller shall have no liability for any modifications, alterations, or uses of the products made by the Customer or any third party that results in non-compliance.
- 4. Limitation of Liability

The Seller's liability under these Terms and Conditions shall be limited solely to the compliance representations explicitly stated in this clause. Under no circumstances shall Seller be liable for any indirect, incidental, consequential, or punitive damages arising from the Customer's noncompliance with EPA or CARB regulations.

- 12. NO LIABILITY FOR CONSEQUENTIAL DAMAGES: The entire liability of Seller and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) is set forth above. To the maximum extent permitted by applicable law, in no event shall Seller and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) to be liable for any damages, including, but not limited to, any special, direct, indirect, incidental exemplary, or consequential damages, expenses, lost profits, lost savings, business interrupting, lost business information, or any other damages arising out of the use or inability to use the Products, even if Seller or its licensors, distributors, and suppliers has been advised of the possibility of such damages. The customer acknowledges that the applicable purchase price or license fee for the Products reflects this allocation of risk. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply. If the foregoing limitation of liability is not enforceable because a Seller product sold or licensed to Customer is determined by a court of competent jurisdiction in a final, non-appealable judgment to be defective and to have directly caused bodily injury, death, or property damage, in no event shall Seller's liability for property damage exceed the greater of \$50,000 or fees paid for the specific product that caused such damage.
- 13. FORCE MAJEURE: Seller shall be excused for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to civil commotion or riot, natural disaster, lightning, fire, earthquake, storm, flood, drought, severe weather conditions, other acts of God, disease, health epidemic or pandemic, accident, explosion, power surges, industrial action, boycotts, lockouts, strikes or other labor trouble or concerted acts of workmen, delays in transportation or delivery, shortages or inability to secure raw materials, fuel, power, machinery or other equipment necessary for production, currency restriction, embargo, acts of civil or military authority, acts of the public enemy, acts of war, action or inaction by a government (including a change in law), material changes in import or export duties, terrorism or threats of terrorism. The seller's shipping schedule shall be extended by a period equal to the time lost because of any excusable delay. In the event Seller is unable to perform in whole or in part

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because of any excusable failure to perform, Seller may cancel orders without liability to Customer.

- 14. LIMITED INDEMNITY AGAINST INFRINGEMENT: Seller, shall, at its own expense, defend any litigation resulting from sales of the Products to the extent that such litigation alleges that the Products or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Products in combination with equipment or devices not made by Seller or from modification of the Products, and further provided that Customer notifies Seller immediately upon its obtaining notice of such impending claim and cooperatives fully with Seller in preparing a defense. If Customer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Customer incurs at Seller's written request, but Seller shall not be liable for a settlement made without its prior written consent. If the Products are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Customer the right to use the Products, (ii) replace the Products with others which do not constitute infringement, or (iii) remove the infringing Products and refund the payment(s) made therefor by Customer. The foregoing states the Customer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Products provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST **INFRINGEMENT.**
- 15. ACKNOWLEDGMENT/GOVERNING LAW: Customer acknowledges reading these Terms and Conditions, understands them, and agrees to be bound by them. A waiver of any provision of this agreement shall not be construed as a waiver or modification of any other term hereof. With respect to all orders accepted by Seller in the United States, disputes arising in connection with these Terms and Conditions of Sale shall be governed by the laws of the State in which Seller's factory is located without regard to principles of conflicts of laws. With respect to all orders accepted by Seller outside the United States, disputes arising in connection with these Terms and Conditions of Sale shall be governed by the laws of the country and locality in which Seller accepts the order without regard to principles of conflicts of laws.
- 16. <u>INTELLECTUAL PROPERTY RIGHTS:</u> All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or Product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Product sold hereunder will be and remain the sole property of Seller (or its licensors, if any). The customer agrees not to reverse engineer any Products purchased hereunder.
- EXPORT REGULATIONS: Customer agrees to comply fully with all laws and regulations concerning the export of Products for the United States.
- 18. ASSIGNMENT AND SUBCONTRACTING: Seller may assign his rights and obligations by giving the Customer a written notice thereof but without being obligated to obtain the Customer's consent prior thereto. In the event of an assignment, Seller shall be discharged of any liability pursuant to those purchase orders which have been assigned or delegated.

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Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void."

- 19. WAIVER: No waiver will be valid unless in writing, signed by an authorized representative of Seller and no waiver granted will release Customer from subsequent strict compliance herewith.
- 20. <u>SEVERABILITY HEADINGS</u>: Any provision here under found to be legally enforceable shall be deemed deleted and replaced with a legally enforceable provision having the closest possible intent. All other provisions shall remain in full force and effect. Headings and subheadings are for convenience only and shall not be construed to limit the applicability of individual provisions or sub-provisions.
- 21. QUOTE EXPIRITION: This proposal is valid for a period of thirty (30) days from the date of issue. The individual provisions of the proposal are severable and if any provision of this proposal shall be inviid such invalidity shall not affect any other provision that can be given effect without such invalid provision.
- 22. ACCEPTANCE: This proposal may be withdrawn or altered in any way or to any extent at any time prior to the written acceptance of your purchase order by an authorized agent of MRL and shall not be binding upon us or create any obligation on our part unless or until we have accepted your order for the equipment offered herein. After acceptance, the contract between us relating to the sale and purchase of the equipment shall be construed in accordance with the laws of the State of Montana.

MRL Limited Warranty

Each machine manufactured by MARK RITE LINES EQUIPMENT COMPANY, INC. (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. This limited warranty is the sole and exclusive warranty given by the Company.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

- Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps, motors, tires, and batteries.
- Normal adjustments and maintenance services.

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406-869-9900 or sales@markritelines.com 5379 Southgate Dr., Billings, MT 59101



- Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
- Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company
- Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
- Items subject to misuse, negligence, accident or improper maintenance.

"NOTE" The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental, or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs, or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties, or to assume any other liability on behalf of the Company in connection with the sale, servicing, or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products

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Payment

MRL only accepts payment in US currency. Payments can be made in the form of wire transfer (ACH) from banks based within the USA or an overnighted cashier check (with tracking). Outside of the USA. Wire transfers (ACH) are accepted. Federal Excise Tax (FET) will be included on the invoice if applicable. All applicable state and local taxes will be assessed on the MRL final balance due invoice.

The Terms of Payment NOTE: MRL agrees to the payment terms of Net 30 with payment remitted via city issued check.

- 40% deposit is due upon a signed proposal or purchase order
- 60% due before release of equipment from our facilities

The customer agrees to pay the final payment(s) no later than fifteen (15) days prior to the completion of the equipment and the estimated shipping date from MRL. Failure to do so will result in a late payment fee of 8% interest on the unpaid balance. In addition, failure to pick up your equipment or approve delivery by the date specified by MRL will result in a late delivery fee of \$150,00 a day past the shipment date. All late penalties will need to be paid before the equipment is released.

The complete equipment will be released from the MRL facility once the final payment is received

As a customary business practice for international transactions, MRL utilizes an Irrevocable Letter of Credit when the full amount of the quote herein is not paid in advance, the Customer, through their bank, will issue an Irrevocable Letter of Credit naming MRL as the beneficiary for the full amount of the quote herein denominated in the United State dollar. For collection of the Letter of Credit, MRL will present the following documents: Commercial Invoice, Packing List, Bill of Lading, Certificate of Origin, and Insurance Certificate, if applicable.

Chassis Payment

The Customer agrees to directly pay through a wire transfer (ACH) to the chassis dealer unless otherwise noted in the sales document. The chassis is due in full upon signing of the sales agreement and receipt of the chassis invoice. If the Customer does not pay within receipt of the invoice, you will be subject to additional interest charges assessed

For chassis that are purchased by a municipality, they will be due upon delivery of the finished equipment on Net 30 terms

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406-869-9900 of antergremark stellings.com 5379 Southgate Dr., Billings, MT 59101

	DATE:	MT400 - TOTAL C	CAPAC	OTY: 400lbs	
J	ONFIGURATION MM 400, R	H, BASE ASSEMBLY - 03240	0 MM4	100, LH, BASE ASSEMBLY - 032	401
GUN	H & BEAD CONFIGURATION	SLIDES	GU	H & BEAD CONFIGURATION	SLIDES
	12" QUAD GUN (NO BEAD)	SEALING PLATE - 032312		BEAD)	4*-030565
_	032459	4*-032733		032461	5*-030584
	12*QUAD GUN SINGLE DROP	5*-032290		18* DOUBLE GUN SINGLE DROP	6*-030585
	032405	6*-032735		032407	8*-030586
П	12" QUAD GUNDOUBLE DROP	8*-032736		18* DOUBLE GUNDOUBLE DROP	10*-030587
_	032406 12 WOHD GON	10*-032348		032408	12*-032958
	PRESSURIZED SINGLE	12*-032737		PRESSURIZED SINGLE	4-3-4-030490
	IZ KONDON	4-4-4-032734		060040	4-4-4-030588
	PRESSURIZED DOUBLE			PRESSURIZED DOUBLE	1
\neg	13* RIBBON GUN (NO BEAD)	4*-030594		BEAD)	42.033334
	032457	5*-030595		032463	4*-032331 6*-032333
	13*RIBBON GUN SINGLE DROP	6*-030596		24* DOUBLE GUN SINGLE DROP	8*-032335
	032403	8*-030597		032409	12*-033161
	13" RIBBON GUN DOUBLE DROP	10*-030598		24° DOUBLE GUNDOUBLE DROP	18*-033555
	032404 13 KIBBOH GON	12*-030604		032410	4-3-4-032337
	PRESSURIZED SINGLE	4-3-4-030610		PRESSURIZED SINGLE	4-4-4-033163
	13* RIBBON GUN	4-4-4-032687		060042	6-3-6-032339
	PRESSURIZED DOUBLE			PRESSURIZED DOUBLE	
DITION	NAL OPTIONS:			032465	
Г	RH, MINIMAC TRAILER (20052			
	DOT LASER GUIDANCE (
	SPARE PARTS KIT (0309)				
LOR:					
	STANDARD - UNIT POWD	ER COATED WHITE, MATERIA	LTANKS	CII UFB	
		ER COATED SIGNAL YELLOW			
	STANDARD - UNIT POWD	ER COATED TRAFFIC ORANG	E. MATER	RIALTA	
		R COATED LIME SQUEEZE G			
L	CUSTOM - PAINT CODE &				
	ALITEMS AND/OR CUSTOMFE				
	A				
	8,				
	o.				
	IONDATE				
	EDBY:				
	ION ORDER COMPLETI			DATE:	

1.0 SCOPE AND CLASSIFICATION

- 1.1 **Scope**: It is the intent of the City of Columbus, Division of Traffic Management to obtain formal bids to establish a contract for the purchase of one (1) Self-propelled Thermoplastic ride-on detail striper with trailer to be used by Traffic Maintenance.
- 1.2 Classification: The contract resulting from this bid proposal will provide for the purchase and delivery of one (1) Self-propelled Thermoplastic ride-on detail striper with trailer. All Offerors must document the manufacture certified reseller partnership. Bidders are required to show experience in providing this type of equipment and warranty service as detailed in these specifications.
- 1.2.1 **Bidder Experience:** The offeror must submit an outline of its experience and work history in these types of equipment and warranty service for the past five years.
- 1.2.2 **Bidder References:** The offeror shall have documented proven successful contracts from at least four customers that the offeror supports that are similar in scope, complexity, and cost to the requirements of this specification.
- 1.3 Specification Questions: Questions regarding this bid must be submitted on the Vendor Services portal by 11:00 am Monday, September 8, 2025. Responses will be posted on the RFQ on Vendor Services no later than Thursday, September 11, 2025, at 11:00 am.
- 1.4 For additional information concerning this bid, including procedures on how to submit a proposal, you must go to the City of Columbus Vendor Services web site at https://columbusvendorservices.powerappsportals.com/ and view this bid number.

2.0 APPLICABLE PUBLICATIONS AND STANDARDS

- 2.1 Must meet or exceed all City, State, Federal safety guidelines and standards.
- 2.2 All OSHA applicable guidelines and standards.
- 2.3 References to a particular trade or manufacturer's model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies.

3.0 REQUIREMENTS

3.1 General Information:

3.1.1 **Term:** The contract awarded as a result of this proposal is for a one-time purchase.

Pricing: Bidders are to bid firm or fixed prices, FOB Destination, Freight Prepaid 3.1.2 and Allowed, Shipping/Handling/Off-loading included. Additional ordering/delivery/invoicing details are located in Section 5. All pricing must include manufacturer warranty. All manufacturer warranties will be passed on to the City of Columbus. Quantity: One (1) Self-propelled Thermoplastic ride-on detail 3.1.3 striper with trailer. Quality Standards: The City intends to purchase new, unused and the most 3.1.4 current model. The specifications describe a minimum acceptable requirement which a bidder has to meet. However, the bidder is allowed to exceed a minimum requirement where the excess enhances the function of the unit and which the City can accept. It is not acceptable for a bidder to exceed a maximum desired limit. Bidder Requirements: The City will use the requirements of this section to determine if 3.2 each bidder meets the minimum standards to be considered a responsible bidder. Please print, complete and attach Reference pages and attach any supplemental pages as may be necessary to meet these requirements. For instructions on how to attach a document to your bid, please refer to the Vendor Services User Guide. Experience Required: Documentation shall include (at a minimum) information 3.2.1 meeting the following criteria. Equipment and Warranty Capabilities: Offerors must document, and 3.2.1.1 submit in a letter attached to the bid, their capability of providing the equipment and warranty service specified herein. Manufacturer Relationship: The offeror shall provide the history of their 3.2.1.2 relationship with manufacturer(s) that will potentially be providing these types of equipment/parts and warranty service for the past five years, including but not limited to the following: a) Length of the relationship b) Level of the relationship c) A brief history of the relationship References: The offeror shall have documented proven successful contracts 3.2.2 from at least four customers that the offeror supports that are similar in scope, complexity, and cost to the requirements of this specification. 3.2.2.1 Contact Information Required: The reference contact information shall include the customer name, customer e-mail address, street address, telephone number, fax number, contact name and equipment purchase date.

3.2.2.2

Equipment / Warranty Service Information: A description of the

equipment/parts provided and type of warranty service that was provided.

- 3.2.3 **Subcontractor Information Required:** If subcontractor(s) are to be used, please list names, addresses, telephone numbers and a contact person for each subcontractor. All subcontracts must have valid contract compliance certification.
- 3.2.3.1 **Subcontractor Contact:** Should the offeror use subcontractors, the City shall use the offeror as the primary contact point.
- 3.2.4 **Specification Questions:** Questions regarding this bid including any exceptions and/or suggested changes to the requirements must be submitted on the vendor services portal by 11:00 am (local time) Monday, September 8, 2025. Responses and any necessary addenda will be posted as an amendment to this RFQ on the City's Vendor Services portal no later than 11:00 a.m. (local time) on Thursday, September 11, 2025. The City strongly encourages bidders to submit exceptions and/or changes during this stage of the process. Bidders submitting exceptions and/or changes before this date will greatly reduce the likelihood of their bid being rejected as non-responsive to the specifications. Bidders whom have not registered and created a new user on the City's portal https://columbusvendorservices.powerappsportals.com/ are strongly encouraged to do so. Notice of any pre-bid notes and addenda will only be sent to Bidders whom have registered at the site.
- 3.2.4.1 For further instructions on how to submit "Vendor Questions" through the Vendor Portal, please see Section "Add Vendor Questions" provided in the City of Columbus Vendor Services User Guide.
- 3.2.4.2 The City has instructional videos to assist bidders at the portal. Tutorial videos are available to be viewed through You Tube or by clicking the following link:

https://www.youtube.com/channel/UCTIkkGNM7GHIITzoqQVNJIA/videos ?shelf_id=0&view=0&sort=dd

3.3	SPECIFICATION DESCRIPTION	DESCRIBE ACTUAL PRODUCT BID
3.3.1	Specification Information: The equipme Mini Mac400 Thermoplastic detailer or equipme compliance with the following specificate Product Bid column. Indicate make, mode bid. Bidders shall submit a copy of dealers	uivalent. Bidders shall note ations in the Describe Actual del, year and description of equipment
	Alternates	
3.3.1.2	Bids will be considered on units complying with the specifications. All alternates must be detailed in an attached letter to bid and the Manufacturer and Model clearly identified. Explanations must fully state what is to be furnished. All alternates must exceed specifications. The City of Columbus reserves the right to determine whether any proposed alternates are within the specifications.	
3.3.2	Specifications	
3.3.2.1	Welded tubular steel frame.	MRL Complies

3.3	SPECIFICATION DESCRIPTION	DESCRIBE ACTUAL
3.3.2.2	4-wheel self-propelled chassis with rear	PRODUCT BID
	steering via a dual wheel, rear pivot steering system.	MRL Complies
3.3.2.3	25hp Kohler Command LPG engine with electric start to power the hydraulic system.	MRL Complies
	Engine hour meter.	
3.3.2.4	Fully enclosed internal electronic hydraulic brake system w/ manual hydraulic bypass	MRL Complies
3.3.2.5	relief. 400lb. / 182kg capacity oil jacketed non-	
0.0.2.0	pressurized thermoplastic material tank with	
	integral thermoplastic material pump.	MRL Complies
	Electronically controlled Pump RPM with RPM indicator gauge.	
3.3.2.6	Thermostatically controlled LPG heat	MDL o
	transfer oil heating system with oil circulation pump and digital controls.	MRL Complies
3.3.2.7	Ribbon extrusion gun with adjustable slides	This die has been elimated in
	that allow application widths of 4" – 13" (10cm - 33 cm).	exchange of the upgraded 18" ribbon die
3.3.2.8	Ribbon extrusion gun air lift control with locking pin for transport.	MRL Complies
3.3.2.9	Single drop glass bead system with 100lb. /	
	45kg bead hopper, three (3) glass bead	
	guns equipped with adjustable air injection system. Optional Double Drop Bead System	MRL Complies
	available.	
3.3.2.10	Eight CFM 110psi air compressor with	
	adjustable air unloader and moisture	
	separator for glass bead system, operating solenoids, ribbon gun lift and thermoplastic	MRL Complies
	material "blow down" system.	
3.3.2.11	Electrical control console with electronic	
	burner control, gun on/off switches, gun test	MRL Complies
	switches, pilot light and remote E-Stop	,
3.3.2.12	engine shutdown switch. Adjustable alignment pointer guide equipped	
0.0.2.12	with operator activated air lift. Optional Laser	MRL Complies
	Pointer available.	
3.3.2.13	Safety lighting package as follows: Three (3)	
	LED night lights - one to illuminate material tank fill port, one to illuminate forward work	
	area and one to illuminate the application	MRL Complies
	gun carriage. Two (2) Whelen LED amber	WINE COMplies
	strobes. One mounted on the rear of the	
	unit, one mounted on a vertical mast above	
	the machine.	

3.3	SPECIFICATION DESCRIPTION	DESCRIBE ACTUAL PRODUCT BID
3.3.2.14	40 LB. LPG tank with mounting hardware. 5 LB. fire extinguisher and mount.	MRL Complies
3.3.2.15	Secure travel latch built on front of machine, optional steel latch lock to install on trailer bed available	MRL Complies
3.3.3	Options	
3.3.3.1	Powder coat options of Signal Yellow, Safety White, Traffic Orange and Lime Squeeze Green with silver material tank.	MRL Complies, choose color
3.3.3.2	Double glass bead system.	Optional: (ADD) \$3,500.00
3.3.3.3	18" ribbon gun dispensing system W/Skid Guard (upgrade, in place of 13" die & slides).	Optional: In lieu of 13" die (ADD) \$11,300.00
3.3.3.4	Guidance Laser system installed on the unit.	Optional: (ADD) \$3,200.00
3.3.3.5	Spare parts kit.	Optional: (ADD) \$4,005.00
3.3.4	Trailer	
3.3.4.1	Transport Trailer – Bumper pull 7,000lb GVW, 2 axles.	Optional: (ADD) \$17,601.00
3.3.4.2	Steel construction w/wood decking configured for the MM400 and equipment.	Included in Spec 3.3.4.1, see above
3.3.4.3	Two (2) 3500lb. (1587 kg) capacity Dexter E-ZL Lube Brake Drop Axles and required ICC lighting.	Included in Spec 3.3.4.1, see above
3.3.4.4	Approximate bed size 81" x 192" (200cm x 498cm).	Included in Spec 3.3.4.1, see above
3.3.4.5	Two (2) 33lb. propane tank mounts mounted on the front of the unit. (LPG Tanks not included).	Included in Spec 3.3.4.1, see above
3.3.4.6	Equipped with steel tail gate/ramp for easy loading/unloading.	Included in Spec 3.3.4.1, see above
3.3.4.7	Equipped with quick release lock down device for securing MM unit during transport.	Included in Spec 3.3.4.1, see above
3.3.4.8	Includes 30-gallon non-potable water tank w/spigot.	Included in Spec 3.3.4.1, see above
3.3.4.9	Spare tire and trailer jack.	Included in Spec 3.3.4.1, see above

3.3	SPECIFICATION DESCRIPTION	DESCRIBE ACTUAL PRODUCT BID
3.3.4.10	Bull dog ball hitch.	Included in optional trailer, if purchase
3.3.5	Training	
3.3.5.1	Awarded vendor shall provide at least a two- hour mechanic familiarization onsite. Training will take place at location determined by the City.	MRL Complies
3.3.5.2	Awarded vendor shall provide operator training onsite. Training will take place at location determined by the City.	MRL Complies

4.0 SAMPLING, INSPECTION AND TEST PROCEDURES

- 4.1 **Demonstration:** The City reserves the right to require a demonstration of any equipment prior to award of the bid. Such demonstration shall be conducted, at the sole discretion of the City, either on roads in the City of Columbus, or in another municipal setting in Franklin County, Ohio where such equipment is in daily operation. All costs associated with such demonstration are to be the responsibility of the supplier. All demonstrations shall be concluded within five (5) working days after notification of demo request. Failure to comply may be used as a basis for rejection of the bid.
- 4.2 **Inspection:** All parts shall be thoroughly, physically inspected upon delivery by an authorized representative of the Division Infrastructure Management for verification of conformance to the specifications. Any damaged, defective, or substandard item shall be promptly removed by the supplier, and replaced at no cost to the City of Columbus. The supplier will be responsible for all shipping costs.

5.0 ORDERING, DELIVERY and INVOICING

- 5.1 **Ordering Procedure:** A written purchase order will be established by the Director of Finance and Management. The Purchase Order will have the delivery information and invoice information.
- Delivery days after Order: Bidder shall insert in the "Discount" tab of the bid the Lead Time expressed as the number of calendar days after receipt of order that delivery will be made. Vendors shall state actual delivery time in calendar days in the space provided under Delivery/Payment Terms. Delivery time may be a factor in determining award of bid. Failure to deliver in the days proposed may lead the City to consider the contract holder in partial or full breach of the contract. In the case of such breach, the City reserves the right to pursue all remedies and actions available under this contract and relevant law.
- 5.2.1 The successful bidder(s) assume the responsibility for the body-chassis coordination including, but not limited to, transportation and insurance for

complete unit(s) while in transport and until final acceptance by the City of Columbus.

- 5.2.2 All equipment must be delivered with all fluid levels at the manufacturer's recommended full capacity. All manufacturer's pre-delivery service and inspections should be completed prior to delivery to the City of Columbus. Written certification of the complete equipment's actual tare weight shall be included when the equipment is delivered.
- 5.2.3 All equipment will be delivered to the designated location and off-loaded by the bidder. The bidder will assume all responsibility for transportation, off-loading, and any or all return costs for equipment deemed unacceptable by the City pursuant to this agreement.
- 5.2.4 **Delivery Location:** The equipment will be delivered FOB Destination Freight Prepaid and Allowed (Seller Bears All Freight and Delivery Costs) to:

Division of Fleet Management 4211 Groves Road Columbus, OH 43232

- Delivery Scheduling and Hours: The City of Columbus requires no less than twenty-four (24) hours advance notice before the actual delivery by notifying Jason Smith (or designee) at the Division of Fleet Management at (614)-645-3784. Delivery can be made Monday through Friday 7:00 AM 2:30 PM (local time), except on a City of Columbus recognized holiday. City of Columbus personnel will uncrate any carton packaging. The contact information and delivery location will be will be included on the Purchase Order.
- 5.3 **Title**:
- 5.3.1 All documents required to obtain a State of Ohio Title must be delivered to Jason Smith at the Division of Fleet Management, 4211 Groves Road, Columbus, Ohio 43232. All forms must be properly completed. NO BLANK FORMS WILL BE ACCEPTED.
- 5.3.2 After signature by the Division of Fleet Management, an Ohio Certificate of Title shall be delivered to the City of Columbus, Division of Fleet Management within three (3) days. Fleet Management will not authorize payment for any vehicle until they receive a valid State of Ohio Title.
- 5.3.3 All titles are to be made out to City of Columbus, 4211 Groves Rd, Columbus, Ohio 43232.
- 5.4 **Packaging**: All items must be packaged in the minimum standard packing material designed to protect against damage during shipment. Note the use of Environmentally Friendly materials is encouraged.
- 5.5 **Invoicing**: Each invoice shall show the City Purchase Order number, a brief description identifying the item, the unit price, and the total amount. The invoice amount must

exactly match the purchase order amount in accordance with the bid proposal. All Invoices should be mailed to the following address to ensure proper payment:

City of Columbus 111 N. Front Street, Fourth Floor Columbus, OH 43215 ATTN: Jessica Yu

6.0 **NOTES**

- 6.1 **Online Bidding Instructions:** Bidders are requested to quote firm or fixed prices on the corresponding line item(s) only. Within the "Comment" section of each line bidders are requested to provide the make, model and manufactured year of the unit quoted. It is understood that all parts that may not be specifically mentioned must be included to make the unit operational and complete.
- 6.1.1 Alternates: Bids will be considered on units complying with the specifications. All alternates must be detailed in an attached letter to bid. Explanations must fully state what is to be furnished. All alternates must exceed specifications. The City of Columbus reserves the right to determine whether any proposed alternates are within the specifications.
- 6.1.1.1 Attachments: For instruction on attaching documents to online quotes, please refer to the "City of Columbus Vendor Services User Guide", made available through the Vendor Portal.
- 6.2 **Warranty:** The equipment specified herein shall be covered by the manufacturer's warranty at no additional charge. Bidders shall submit warranty on a separate sheet attached to the bid proposal.
- 6.2.1 Warranty Period: The warranty period shall be a minimum of three years on entire unit (chassis and sweeper portion, including all parts and labor, at no additional charge. Bidders shall submit copies of the warranty as an attachment with the bid proposal.

 MRL does NOT comply. See Exceptions attachment.
- 6.2.2 Delayed Warranty: Bidder shall submit on a separate sheet attached to the bid a procedure for delayed warranty for starting dates to cover the interval between time of delivery of the complete vehicle and the actual date that the equipment is placed in service by the City. This delayed time period will cover inspection, operator and mechanic training, etc.
- 6.2.3 **Fully Franchised:** The bidder shall contract with a warranty service provider whose primary business is the sale and/or repair of the equipment proposed in this bid proposal. Warranty service must be performed by a franchised OEM dealer that is authorized by the manufacturer(s) to perform warranty service. The warranty work shall be the responsibility of the successful bidder and the successful bidder shall coordinate all warranty work. Any defects shall be corrected and the equipment returned to the City within ten (10) days of written (mail, email or fax) notification of the service need. If warranty work exceeds ten (10) days,

replacement equipment meeting the specifications of the ordered equipment must be provided to the City at no cost to the City until the warrantied equipment is returned and accepted by the city. Any defects shall be corrected without cost to the City of Columbus. Under no circumstances shall the "out of operation" time of the equipment exceed ninety (90) days. Warranty work is not deemed complete until Fleet Management has accepted work as satisfactory.

MRL does NOT comply. See Exception attachment.

6.2.4 Warranty Service Logistics: Cost of transport of equipment for warranty purposes shall be the responsibility of the successful bidder. The successful bidder will be required to pick-up the equipment and transport it to the warranty service location. At the successful bidder's discretion, the equipment may be transported (not towed) to a location within Franklin or contiguous counties. For a warranty service location outside of a contiguous county, the equipment must be transported (not towed). Bidders shall state location of warranty work as a separate document. Warranty location outside the local area of Franklin and contiguous counties may be a factor in determining award of bid.

MRL does NOT comply. See Exception attachment.

6.3 Literature:

- 6.3.1 To aid in the evaluation of bids, all bidders are to furnish with this bid current published literature and Dealer's specifications that best explains the unit offered, model and identification of the options that meet or exceed the specifications. Published literature shall include pictures and complete descriptive matter.
- 6.3.2 Bidders shall submit a copy of dealer's build sheets with bid.

6.4 Manuals:

- 6.4.1 The successful bidder shall supply three (3) copies of all parts lists, service, maintenance, and operation manuals upon delivery of the equipment to the City of Columbus. The City of Columbus would prefer that all parts and service manuals be supplied on USB flash drive.
- 6.5 **Insurance Requirements and Workers Compensation:** Successful Bidder is required to provide the following before final execution of the contract:
- 6.5.1 Liability Insurance: The contractor shall take out and maintain during the life of the contract, such Public Liability (bodily injury and property damage) Insurance as shall protect them from claims from damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by themselves or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance policy shall include the city as named insured. The Contractor shall maintain coverage of the types and in the amounts specified below. Submitting a certificate of insurance shall evidence proof of such insurance coverage. A contractor's "umbrella" type policy with limits specified below may be submitted for this requirement, with the City as named insured.

The amount of such insurance shall be as follows:

Bodily Injury Liability
Each Person \$1,000,000.00
Each Accident \$1,000,000.00

Property Damage Liability

Each Person \$1,000,000.00 Each Accident \$1,000,000.00

Such insurance shall remain in full force and effect during the life of the contract. Insurance may not be changed or cancelled unless the insured and the City are notified in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the Contractor is responsible for the part sublet being adequately covered by insurance herein above described.

Contractor assumes all risk of loss and damage to the equipment provided unless loss or damage occurs at the time the operator and equipment are being operated for the purpose designated by the city and such loss or damages is caused by an act of the city or its employee which constitutes gross negligence or wanton misconduct. See Exception attachment.

- Workers Compensation: The successful contractor shall obtain and maintain during the life of this contract, adequate worker's compensation insurance for all their employees employed at the site of the project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for the latter's employees, unless such employees are covered by the protection afforded by the contractor. The successful contractor shall furnish one (1) copy of the worker's compensation certificate showing that the contractor has paid their industrial insurance premium.
- 6.6 **Correspondences:** During the bidding and evaluation process Offerors are strictly prohibited from communicating with any City employees or officers regarding the solicitation. Any communication from the vendor to the City should be limited to only the contact(s) listed in the RFQ and/or below. A violation of this section on the part of the Offeror may lead to disqualification.

All correspondences regarding this bid should be sent via email to Joey Faber at JFaber1@columbus.gov.



RFQ031031 - MRL Exceptions of Non-Comply & Notes to Bid

6.2.1 – Warranty Period: MRL takes exception. No chassis, no sweeper in this bid. MRL will only warranty MM-400 per the attached warranty statement.

6.2.3 - Fully Franchised: MRL takes exceptions.

6.2.4 - Warranty Service Logistics: MRL takes exceptions.

6.5.1 – Liability Insurance: MRL will insure the equipment during its build process and up until the equipment is delivered to the end user and/or purchaser. MRL Equipment and its subsidiaries are relived of any Insurance/Workman Comp., etc. immediately upon City of Columbus receipt of said equipment.

MINIMAC

inkings, providing superior maneuverability in bolit wor

MINI MAC UNITS DESIGNED TO MEET YOUR GROWING BUSINESS NEEDS.

- Standard line widths of 4", 6", 8", 10"; optional line widths of 12", 14", 18" and 24"
 - Easily adjustable thermoplastic extrusion dies to enable quick stripe width changes
- Ribbon extrusion application;
- optional screed extrusion available
- color configuration; custom options available Available in high-visibility lime squeeze green Single or double non-pressurized bead system available
 - · Single or double pressurized drop bead system available
- Key Specs:
- Gross Power: 2 Cylinder 25 HP Kohler Command Series
- Glass Bead Tank Capacity: 100 lb Material Tank Capacity: 400 lb
 - Easy to Use:
- Simple controls
- Operator control console available in multiple languages
- Infinitely variable speed control of 0-8 mph
 - Hydraulic System:
- Dual front-drive motors Hydrostatic propulsion
- One-peddle forward/reverse



Up to 24" Markings

Electronic Skip-Line System



Single- or Double-Drop Glass Bead System



MRL Limited Warranty

Each machine manufactured by MARK RITE LINES EQUIPMENT COMPANY, INC. (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. This limited warranty is the sole and exclusive warranty given by the Company.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

- 1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps, motors, tires, and batteries.
- Normal adjustments and maintenance services.
- 3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
- 4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company
- 5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
- 6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental, or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs, or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties, or to assume any other liability on behalf of the Company in connection with the sale, servicing, or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products



Mark Rite Lines Equipment Company, is headquartered in Billings, MT, with satellite operations in Tampa, FL (Liquidators). For over 36 years, we have been manufacturing and supplying customized highway and road striping and removal equipment. Through continuous refinement of our products, we have established ourselves as a proven leader in the road striping and removal equipment industry, both nationally and globally.

Founded on extensive first-hand knowledge and a background in striping operations, Mark Rite Lines Equipment Company, designs and builds traffic paint, thermoplastic, plural component, water blasting, and line removal/pavement grooving equipment with a strong reputation for reliability, durability, efficiency, and high productivity. We focus on creating equipment tailored to our customers' specific needs, recognizing that regulations vary based on geographic location and district requirements. Our commitment to customization and innovation allows us to solve our customers' challenges effectively.

With an emphasis on innovative engineering and a relentless pursuit of continuous improvement, Mark Rite Lines Equipment Company. brings a diverse portfolio of products to market to meet customer needs. Our Mini Series products, such as the Mini Mac 400 and Mini Grinder, have been widely adopted by municipal customers for their versatility, durability, and reliability. Our ThermoPro Series offers trucks ranging from 4,000 lbs. to 24,000 lbs., ensuring a thermoplastic truck suited to any operation size. The Paint Pro Series includes air atomized and airless options, customizable for non-CDL or CDL units, with tank capacities ranging from 80 to 1,200 gallons. The EpoxyPro Series leads the industry with its impingement technology, which minimizes material waste and maximizes efficiency, making it the fastest application truck available. Our GrindPro Series provides non-CDL and CDL truck options with one-person operation capabilities, capable of performing plunge cuts and more. Additionally, the MRLiquidator, a high-pressure water truck, efficiently removes paint and rubber from roads and runways to prepare surfaces for repainting. Mark Rite Lines Equipment Company also collaborates with customers to design specialized trucks, including bituminous and broom trucks, to meet unique needs.

Beyond manufacturing, we provide exceptional support through our parts operations, backed by over 65 years of industry experience and \$15M in inventory. Our team of skilled technical service technicians offers in-field training and troubleshooting to ensure optimal performance.

REFERENCES

The bidder must briefly document its capabilities and submit an outline of its experience and work history in the supply and delivery of Thermoplastic Detail Stripers and warranty service for the past five years by submitting the contact information of professional references from four (4) separate contracts. References should consist of projects of a similar scope, complexity, and cost.

Business Name: Griffin Pavement Tel #: (614) 778 - 4927
Address: 2383 Harrison Road, Columbus, OH 43204
E-mail:cwarren@griffinps.com Fax #: ()
Contact: Chris Warren Equipment purchase date: 12/2024, 05/2024, 01/2024, 11/2023, 02/2022
Equipment Provided/ Warranty Service Performed:
Mini Mac 400s
Thermoplastic Melting Kettles
MRL Thermo Pro Striping Apparatus
Business Name: <u>A&A Safety</u> Tel #: (513) 943 - 6100
Address: 1126 Ferris Road, Amelia, OH 45102
E-mail: stoneyl@aasafetyinc.com Fax #: (
Contact: Stoney Luttmer Equipment purchase date:
Equipment Provided/ Warranty Service Performed:
MRL Thermo Pro Striping Apparatus
MRL Grinding Pro Grinder Apparatus
Thermoplastic Melting Kettles

REFERENCES (continued)

Business Name: Oglesby Construction, Inc.	_Tel #: (419) 668 - 8204
Address: 305 Woodlad Ave, Norwalk, OH 44857	
E-mail: garyh@oglesby.net	_ Fax #: ()
Contact: Gary Howell Equipment	
Equipment Provided/ Warranty Service Performed: Thermoplastic Melting Kettle Sets	
Business Name: Osceola County, FL	T-1#: (407.) 740 0054
Address: 1 Courthouse Sq., Suite 2100, Kissimmee, E-mail: david.chillonosceola.org	
Contact: <u>David Chillon</u> Equipment p	ourchase date: 01/2024
Equipment Provided/ Warranty Service Performed: Mini Mac 400	

SUBCONTRACTORS INFORMATION (IF APPLICABLE)

Business Name:	Tel #: ()
Address:E-mail:	Fax #: (<u>)</u>
	_ Equipment purchase date:
Equipment Provided/ Warranty Service Perf	formed:
	Tel #: ()
Address:E-mail:	Fax #: (<u>)</u>
	Equipment purchase date:
Equipment Provided/ Warranty Service Perf	ormed: