



## **Road Department Bid Packet #2023-11-14**

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### **PAINTED PAVEMENT MARKING**

**Angie Drummond**

SALINE COUNTY COMPTROLLER | 200 N. MAIN ST. RM. 115 BENTON, AR 72015

Saline County, Arkansas  
Bid Document for Painted Pavement Marking  
Bid Packet Number 2023-11-14

BID OPENING LOCATION:  
Saline County Courthouse  
200 N. Main Street, Suite 115  
Benton, AR 72015

MAIL TO AND DELIVER TO:  
Saline County Courthouse  
200 N. Main Street, Suite 115  
Benton, AR 72015  
**Attn: Bid #2023-11-14**

**Bid Opening Date: December 1, 2023**

**Time: 10:00 AM**

Saline County Road Department is requesting competitive sealed bids for the purchase and delivery of County Road Striping in Paint and Thermoplastic Hand Work in accordance with the following conditions and specifications.

It is solely and strictly the responsibility of the bidder to ensure that the bid is received by the Saline County Financial Management Office on or before the specified date and time. The County will in no way be responsible for delays caused by any occurrence. The bid time will be and must be scrupulously observed. Under no circumstances will bids delivered after the opening date and time be considered. Offers by telephone, telegram, or fax will not be accepted. Bidders will not be allowed to withdraw or modify their bids after the opening date and time.

Award of this bid is contingent upon the appropriation of funds by the Saline County Quorum Court. It is the responsibility of the bidder to read and comply with all terms and standard conditions.

Delivery date may be a determining factor in the award of this bid. Bidders are to list earliest possible completion date in the space(s) provided.

If a particular brand name is specified, it is not the intent to discriminate against any "equal" product from another manufacturer. The intent is to establish a minimum standard requested for this purchase. Questions regarding merchandise/service being requested should be directed to the office of Saline County Road Department Jeff Stroud @ 501-303-5690. Questions regarding bid and bid procedures should be directed to the Comptroller, Angie Drummond @ 501-303-5601.

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**EXECUTION OF BID**

**Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected - no exceptions.**

<b>NAME OF FIRM:</b>	<b>PHONE NUMBER:</b>	<b>FAX NUMBER:</b>
<b>BUSINESS ADDRESS, STREETS:</b>	<b>CITY:</b>	<b>STATE:</b> <b>ZIP</b>
<b>SIGNATURE OF AUTHORIZED PERSON:</b>	<b>DATE:</b>	
<b>PRINTED OR TYPED NAME:</b>	<b>TITLE:</b>	

ARKANSAS SALES OR USE TAX NUMBER: \_\_\_\_\_

STATE CONTRACTORS LICENSE NUMBER: \_\_\_\_\_

## **TERMS AND STANDARD CONDITIONS**

1. When submitting an "Invitation to Bid", the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid".
2. When bidding other than the brand and/or model specified in the "Invitation to Bid", the brand and/or model must be listed and descriptive literature attached to bid document.
3. Specifications furnished with this "Invitation to Bid" are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive equal consideration.
4. Samples of items when required, must be furnished free and, if not called for within 30 days from the date of the bid opening, will become the property of the Owner.
5. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility within Saline County. Charges may not be added after the bid is opened.
6. In the event a contract is entered into pursuant to the "Invitation to Bid", the bidder shall not discriminate against any qualified employee or applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts, a provision similar to above.
7. Quality, time and probability of performance may be factors in making an award.
8. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
9. Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the bidder with specification, instructions and all conditions of bidding shall be construed in the light most favorable to the Owner.
10. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by paroled evidence unless such modifying term, conditions or covenants are in writing and are signed by the vendor and the agent of Owner.
11. **CONSTRUCTION:**
  - A. The Contractor is to supply the Owner with evidence of having and maintaining proper and complete insurance, specifically Worker's Compensation in accordance with the laws of the State of Arkansas, public liability and property damage. All premiums and costs shall be paid by the Contractor. In no way will the Owner be responsible in case of accident.
  - B. When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid.
  - C. A performance bond equaling the total amount or any bid exceeding \$10,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement [pursuant to Arkansas Code Annotated Section 22-9-203].
12. Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form and/or provided for by the plans and specifications.
13. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and/or services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders' information ONLY and will be used for tabulation and presentation of the bid and the participant reserves the right to increase or decrease quantities as required. Bidder agrees to this condition upon the signing of this document.
14. Saline County reserves the right to reject any and all bids, to accept in whole or in part, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the bid will be considered non-responsive.
15. Sales or use tax is not to be shown in bid price but to be added by the vendor to the invoice billing to the County. Saline County is not exempt from Arkansas Sales and Use Tax. Vendors are to register and pay tax directly to the Arkansas State Revenue Department.

16. Identical Bids: In the event of two or more identical bids, Arkansas Code Annotated Section 14-22-111 shall apply.

17. Place the bid in a sealed envelope with company name and information and the bid number **2023-11-14** on the outside of the envelope.

**DELIVERY:**

The Saline County Road Department requests delivery within 10 days after receipt of order. If Contractor fails to meet this delivery date, liquidated damages in the amount of \$100.00 per day will be imposed on the 11<sup>th</sup> day and/or Saline County will have the option to go to the next lowest responsive bidder for completion of the project. If this delivery schedule cannot be met, bidder must state number of days they require to place commodity in Saline County's designated locations. Failure to state delivery time obligates bidder to complete delivery within Saline County's requested timeframe.

Delivery: Within \_\_\_\_\_ days after receipt of order from Saline County Road Department.

**SCOPE:**

The purpose of this Invitation to Bid (ITB) is to establish a unit price contract for application of Painted Pavement Markings the Saline County Road Department. Bid prices shall include all labor and materials necessary to perform the job in accordance with the standards of performance. Prior to the performance of any job or project, Owner shall notify the contractor, in writing of the job or project to be performed at which time the contractor shall have three to fourteen (depending upon the number of vehicles using the roadway) days to provide the necessary performance bond according to the terms, conditions, and specifications of the Invitation to Bid. **Award of this contract shall be "ALL OR NONE".**

**STANDARD OF PERFORMANCE:**

The Company shall perform according to the terms and conditions as stated herein, and according to the highest standards and commercial practices. Instances of poor performance by the Company will be documented and submitted to the Company for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of the Invitation to Bid, and shall be grounds for immediate termination of the contract. A review meeting will be called between the Company and the Owner when documented instances of poor performance occur. A plan for corrective action agreeable to both parties will be drafted and implemented. The Saline County Road Department retains the absolute right to assess whether and when performance is subsequently acceptable.

**TERM:**

The term of the contract shall be one year from date of award and subject to extension for four (4) additional one-year terms, with any extension to be mutually agreed upon by the Owner and the contractor. A 15% escalation clause shall be in effect for unforeseen material price increases upon documented proof to the Owner.

**LIQUIDATED DAMAGES OR PENALTY:**

All commodities furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications authorizes The Saline County Road Department to cancel this contract or any portion of the same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

Liquidated damages imposed by the Saline County Road Department against the contractor for failure to meet delivery schedule will be \$100.00 for each working day beyond the specified delivery time. The contractor shall be relieved of delays due to causes beyond his control such as acts of God, national emergency, strikes or fire. Owner will assess penalties for late delivery in all cases except those

approved as relating to causes beyond the contractor's control. The contractor must notify in writing, on a timely basis, Owner of such developments stating reason, justification and extent of delay.

## **SPECIFICATIONS:**

All pavement markings shall meet the requirements of the applicable section 718 of Arkansas Highway and Transportation Department Standard Specifications for Highway Construction, 2014 Edition. Passing zones and layout of markings must be established in accordance with the 2009 Edition of the Manual on Uniform Traffic Control Devices.

### **PAINTED PAVEMENT MARKING, Meeting Arkansas Highway Dept. Specifications, Section 718**

<b>ITEM #:</b>	<b>DESCRIPTION</b>		<b>UNIT COST</b>	<b>EXTENDED COST</b>
1.	Yellow or White 4" Reflective Pavement Markings	L.F.	_____	_____
2.	Right/Left Arrows	EA	_____	_____
3.	Combination Arrows	EA	_____	_____
4.	Stop/Only Words	EA	_____	_____
5.	12" Stop Bars	L.F.	_____	_____
6.	12" Crosswalks	L.F.	_____	_____
7.	24" Crosswalks	L.F.	_____	_____
8.	RXR Markings	EA	_____	_____
9.	School Word	EA	_____	_____
10.	School Xing Symbol	EA	_____	_____
11.	Signal Ahead Symbol	EA	_____	_____
12.	Ped Xing Symbol	EA	_____	_____
13.	Stop Ahead Symbol	EA	_____	_____
14.	Yield Symbol	EA	_____	_____
15.	Yield Ahead Symbol	EA	_____	_____
16.	Turn & Through Lane Use Arrow	EA	_____	_____
17.	Through Lane Use Arrow	EA	_____	_____

18.	Bump Symbol	EA	_____	_____
19.	School Lane Only	EA	_____	_____
20.	Sharrows	EA	_____	_____
21.	Bike Lane Symbol	EA	_____	_____

**Total Bid Price:** \_\_\_\_\_

**ADDITIONAL REQUIREMENTS:**

No bid will be considered unless the firm submitting the bid meets the following conditions:

- \* Has in operation an organization including supervision, labor and equipment devoted to the type of work described in the proposal and specification.
- \* Has been engaged in the type of work described in the proposal and specification for a period of two (2) years unless a subsequent investigation by the Department indicates that the successful bidder's firm is, in fact, reputable in its field and capable of satisfactorily completing the contract.
- \* Contractor shall view project and confer in person with the project engineer and obtain project engineer's attestation of contractor's appearance at the project prior to bid.
- \* Arkansas Contractors license is required and a copy will be included with bid.