INVITATION TO BID

Springdale Public Works Department

Offers by telephone, telegram, fax, or electronic mail will not be accepted.

Return Bid to:
Springdale Administration Building
201 Spring Street
Springdale, AR 72764
Attn: Denise Pearce, City Clerk

It is the responsibility of bidder to read and comply with all conditions listed on following page.

BID NUMBER: 04-23-2014-01/ **DATE ISSUED:** April 23, 2014/ **DATE & TIME OF BID OPENING:** May 16, 2014 @ 2:00 p.m.
COMMODITY CLASSIFICATION: Road Marking / **CONTRACT PERIOD/DATE DELIVERY REQUIRED:** As Specified in Bid
DEPARTMENT: Street Department / **BUYER:** City of Springdale / **DELIVERY DATE:** As Specified in Bid

The City of Springdale is requesting competitive sealed bids for the purchase and delivery of Paint and Thermoplastic Pavement Marking Installation according to the following conditions and specifications.

It is solely and strictly the responsibility of the bidder to ensure that the bid is received by the City of Springdale Purchasing Department on or before the specified date and time. The City 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.

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.

Complete descriptive literature should be submitted with the bid document or the bid may be rejected.

Questions regarding merchandise/service being requested should be directed to Sam Goade, Public Works Director, Springdale Public Works Department @ 479-750-8135. Questions regarding bid and bid procedures should be directed to Denise Pearce, City Clerk, City of Springdale, Arkansas @ 479-750-8117.

FOR EVALUATION PURPOSES, WE REQUEST THAT YOU SUBMIT TWO COPIES OF YOUR BID.

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.

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

ARKANSAS SALES OR USE TAX NUMBER: _____ STATE CONTRACTORS LICENSE NUMBER: _____

TERMS AND STANDARD CONDITIONS

PLEASE READ CAREFULLY

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 City of Springdale.
5. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility within City of Springdale. 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. The Springdale Public Works Department reserves the right to award items, all or none, or by line item(s).
8. Quality, time and probability of performance may be factors in making an award.
9. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
10. 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 Springdale Public Works Department.
11. 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 parol evidence unless such modifying term, conditions or covenants are in writing and are signed by the vendor and the agent of City of Springdale.
12. CONSTRUCTION:

A. When noted, the Contractor is to supply City of Springdale 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 Springdale Public Works Department 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 of 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].

13. 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.
14. 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.
15. City of Springdale reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities or technicalities in bids received, 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, City of Springdale may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.

DELIVERY:

City of Springdale requests delivery within 10 days after receipt of order. If this delivery schedule cannot be met, bidder must state number of days required to place commodity in Springdale Public Works Department's designated location. Failure to state delivery time obligates bidder to complete delivery by Springdale Public Works Department's requested date. Extended delivery dates may be considered when in the best interest of the Springdale Public Works Department.

Delivery _____days after receipt of order.

F.O.B.: Springdale Public Works Department

269 E. Randall Wobbe Lane

Springdale, Arkansas 72764

SCOPE:

The purpose of this Invitation to Bid (ITB) is to establish a contract for application of pavement markings in paint and thermoplastic for the City of Springdale Public Works Department. Bid prices shall include all labor and materials necessary to perform the job in accordance with the standards of performance. ***A performance bond shall be required for any job or project performed according to the terms of the contract***. Prior to the performance of any job or project, City of Springdale Public Works Department 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 City of Springdale when documented instances of poor performance occur. A plan for corrective action agreeable to both parties will be drafted and implemented. City of Springdale retains the absolute right to assess whether and when performance is subsequently acceptable.

INDEMNIFICATION:

The Company hereby agrees to assume all risks and responsibilities inherent in performing the contracted services and does hereby agree to defend, hold harmless, indemnify, release and forever discharge City of Springdale Government and any of its officers, agents, employees, volunteers and servants from and against any and all claims, demands, and actions, causes of action, losses liabilities, or expenditures of any kind, including court cost and expenses, accruing or resulting from any suits or damages of any character resulting from injuries, damages, or death sustained by any person or persons, or property, by virtue of the performance of this agreement either directly or indirectly.

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 City of Springdale and the contractor.

LIQUIDATED DAMAGES OR PENALTY:

All commodities furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications authorizes City of Springdale 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 Springdale Public Works 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. City of Springdale 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, City of Springdale of such developments stating reason, justification and extent of delay.

BONDS:

All bids must contain a letter of intent from a bonding company authorized to do business in the State of Arkansas stating its willingness to bond the Contractor pursuant to the terms of any contract resulting from the ITB. The Contractor shall procure and maintain, at the Contractor's expense, a Performance Bond for the period of the contract project, including any warranty period. ***Certificates evidencing the effective dates and amounts of such bond must be provided to the Springdale Public Works Department.*** This information shall be provided to City of Springdale, not later than fifteen workdays, from the date of award of the term contract.

PERFORMANCE (BID) BOND:

(a) The penal amount of performance bonds shall be 5% of the original contract price, based upon the projected total of this Invitation to Bid.

(b) The Springdale Public Works Department may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

(c) The Springdale Public Works Department may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(d) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Springdale Public Works Department, within the time period specified in the Bid Guarantee provision of the solicitation.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties, individual sureties, or by other acceptable security such as postal money order, or cashier's check.

WARRANTY:

Services received under this Invitation to Bid shall be warranted for a period of not less than one year from the date of acceptance. Acceptance shall be in written form, signed and dated by both the City of Springdale Public Works Department and the Contractor. The warranty shall include full repair or replacement, as directed by the City of Springdale Public Works Department.

QUANTITIES:

Quantities set forth in the Invitation to Bid are estimates. Contractor must furnish the quantity ordered whether more or less than the estimate.

SPECIFICATIONS

APPLICABLE SPECIFICATIONS:

GENERAL:

All pavement markings shall meet the requirements of the applicable sections of 718, 719, 720, and 721 of Arkansas Highway and Transportation Department Standard Specifications for Highway Construction, 2003 Edition. Passing zones and layout of markings must be established in accordance with the 2009 Edition of the Manual on Uniform Traffic Control Devices.

PERFORMANCE

- Unmarked roadways with an average daily traffic count ***exceeding*** 2500 vehicles per day shall have markings installed within three calendar days after it becomes practical to apply markings.

- Roadways with an average daily traffic count of ***less than*** 2500 vehicles per day shall have pavement marking installed within fourteen calendar days after it becomes practical to apply markings.

- In all cases, orders for pavement markings shall be completed within fifteen calendar days after issuance of a work order (or notice to proceed) by the City of Springdale Public Works Department.

- Failure to comply with the above performance requirements may result in termination of this contract.

SECTION 1:

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

ITEM #:	QTY	DESCRIPTION	UNIT COST	EXTENDED COST
1.	430,000 L.F.	Yellow 4" Continuous Center Line And/Or White 4" Continuous Edge Line	_____	_____

SECTION 1 TOTAL: $ _____.

SECTION 2:

THERMOPLASTIC PAVEMENT MARKING, Meeting Arkansas Highway Dept. Specifications, Section 719

ITEM #:	QTY	DESCRIPTION	UNIT COST	EXTENDED COST
1.	30,000 L.F.	Yellow or White 4" Continuous Center Line Continuous Edge Line	_____	_____
2.	5,000 L.F.	Skip Lines 4"	_____	_____
3.	15 EA.	Straight Arrows	_____	_____
4.	10 EA.	Combination Arrows		
4.	200 L.F.	12" Stop Bar	_____	_____
5.	200 L.F.	12" Crosswalks	_____	_____
6.	200 L.F.	24" Crosswalks	_____	_____

SECTION 2 TOTAL: $ _____.

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.