

ARKANSAS STATE HIGHWAY COMMISSION
ARDOT - EQUIPMENT AND PROCUREMENT DIVISION
BID INVITATION

Bid Number: Contract No. H-21-226W

BID OPENING LOCATION:
ARDOT Equipment and
Procurement Division
11302 W. Baseline Road
Little Rock, AR 72209

MAIL TO:
ARDOT Equipment and
Procurement Division
P.O. Box 2261
Little Rock, AR 72203

DELIVER TO:
ARDOT Equipment and
Procurement Division
11302 W. Baseline Road
Little Rock, AR 72209

Bid Opening Date: November 3, 2020 Time: 11:00 a.m.

Sealed bids for furnishing the commodities and/or services described below, subject to the Standard Bid Conditions of this Bid Invitation will be received at the above-noted mail and delivery locations until the above-noted bid opening date and time, and then publicly opened at the above-noted bid opening location. **Bids must be submitted on this form, with attachments when appropriate, or bids will be rejected. Late bids and unsigned bids will not be considered.**

In compliance with this Bid Invitation and subject to all the Conditions thereof, the undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.

Company Name: _____

Name (Type or Print): _____

Address: _____

Title: _____

Phone: _____ Fax: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Federal Tax ID or Social Security No.: _____

Signature: _____

Signature must be legible, original (not photocopied) and in ink.
Unsigned bids will be rejected.

Supply Contract for furnishing to the Arkansas Department of Transportation **Retroreflective Materials** at pricing set forth on the attached Bid Form beginning January 1, 2021 thru December 31, 2021 with option to renew for 1 year periods upon mutual agreement of both parties.

FOB: Maintenance Division, 11300 Baseline Rd., Little Rock, AR

This contract does not obligate the Department to purchase any specific items or quantities at any specific time. Deliveries shall be made within 30 days after receipt of each purchase order. Payment will be made on the basis of individual orders and as promptly as possible after receipt of invoices.

By submission of bid, bidder agrees to the conditions herein specified and, if bid is found acceptable by the Department, shall consider this bid a contract agreement bound under these conditions. Failure to deliver items within thirty (30) days after the receipt of any purchase order shall render the bidder (vendor) liable to the ARDOT for any damage(s) resulting from the delay, and any amount(s) owed in damage(s) may be deducted from the performance bond. Sureties are liable to the extent of the performance bond. However, the bidder (vendor) shall be liable for all damage(s) including amounts in excess of the performance bond.

All bidders should complete and return the Eligible Bidder Certification (Attachment A), Disclosure Form (see Page 2 of Standard Bid Conditions – Item 18), Restriction of Boycott of Israel Certification and Illegal Immigrant Certification (see Page 2 of Standard Bid Conditions – Item 17) issued with this bid. These forms are kept on file and remain current for one year from date of submission. Forms do not need to be submitted again, during that time, unless there is a status change.

Bid Bond in the amount of \$500.00 required of all bidders at time of bid opening or bid will be rejected. **Personal and company checks are not acceptable as Bid Bonds.** See Condition 4 on page 1 of Standard Bid Conditions.

Performance Bond in the amount of \$2500.00 will be required of successful bidder prior to providing goods/services. **Personal and company checks are not acceptable as Performance Bonds.** See Condition 4 on page 1 of Standard Bid Conditions.

Bid Invitation number should be clearly displayed on the sealed bid envelope or package

TWO SIGNED COPIES OF BID INVITATION AND BID FORM MUST BE SUBMITTED.

Bids and Specifications are available on-line by going to the ARDOT Web Site – www.ardot.gov and clicking on “Commodities and Services Bids/Contracts Information”. Tabulations will also be available at this site after award of bid/contract. If you have any questions, call this office at 501-569-2667.

**ARKANSAS STATE HIGHWAY COMMISSION
SUPPLY CONTRACT FOR RETROREFLECTIVE MATERIALS
BID FORM**

CONTRACT NO. **H-21-226W**

BIDDER: _____

ITEM NO.	ITEM	PRICE BID PER SQUARE FOOT
1.	<u>Type XI</u> Unmetallized cube corner microprismatic element retroreflective sheeting with a flexible, transparent, weatherproof, smooth, outer surface. The sheeting shall have a Class 1 adhesive backing.	\$ _____
2.	<u>ELECTRONIC CUTTABLE FILM</u> Durable, transparent, acrylic, colored film for application over retroreflective sheeting. The film shall have a protected, pre-coated, pressure sensitive adhesive backing.	\$ _____

*This is an all or none bid.

RETROREFLECTIVE MATERIALS PROPOSED AS MEETING SPECIFICATIONS:

Item 1 Brand		Series No.		Item 2 Brand		Series No.	
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CODE NUMBERS FOR MATERIALS BEING BID

ITEM 1 - TYPE XI RETROREFLECTIVE SHEETING

CODE NUMBER	COLOR	NORMAL SIZES
_____	All Colors and Sizes	24", 30", 36", 42", 48" x 50 yds.

ITEM 2 – ELECTRONIC CUTTABLE FILM

CODE NUMBER	COLOR	NORMAL SIZES
_____	All Colors and Sizes	24", 30", 36", 42", 48" x 50 yds.

ARDOT - STANDARD BID CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the Arkansas Department of Transportation (ARDOT).
2. **ACCEPTANCE AND REJECTION:** ARDOT reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the State.
3. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
4. **BID BONDS AND PERFORMANCE BONDS:** If required, a **Bid Bond** in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. **Personal and company checks are not acceptable as Bid Bonds.** Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by ARDOT or fails to honor their bid. When a bidder claims and can show clear and convincing evidence that a material mistake was made in the bid and was not the bid intended, the bidder may be permitted to withdraw their bid prior to award without forfeiture of bid bond. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a **Performance Bond** in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. **Personal and company checks are not acceptable as Performance Bonds.** In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company that is authorized to do business in the State of Arkansas and that is listed on the current United States Department of the Treasury Listing of Approved Sureties. Surety bonds must be executed by a resident or non-resident agent who is licensed by the Arkansas State Insurance Commissioner to represent the surety company executing the bond, and the resident or non-resident agent shall file with the bond the power of attorney of the agent to act on behalf of the bonding company. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). These bonds shall not only serve to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and material until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled. In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company. Annual Bid and Performance Bonds on file with E & P Division must have sufficient unencumbered funds to meet current bonding requirements, or the bid will be rejected, unless the balance is submitted as set forth above, prior to bid opening.
5. **TAXES:** The ARDOT is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the ARDOT as an addition thereto, and should be added to the billing to the ARDOT. The ARDOT is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the ARDOT.
6. **"ALL OR NONE" BIDS:** Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
7. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
8. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
9. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
10. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.

11. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of ARDOT request, and free demonstrations within 30 days, unless ARDOT extends time. Failure to provide as requested within this period may cause bid to be rejected. Samples, literature and demonstrations must be substantially the same as the item(s) being bid, unless otherwise agreed to by ARDOT. Samples that are not destroyed will be returned upon request at bidders expense. Samples from successful bidders may be retained for comparison with items actually furnished.
12. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
13. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the ARDOT, as soon as possible, of the reason for any delay and the expected delivery date. The ARDOT has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
14. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by ARDOT after delivery. Default in promised delivery or failure to meet specifications authorizes the ARDOT to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
15. **ETHICS:** *"It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business."* (Arkansas Code, Annotated, Section 19-11-708).
16. **NOTICE OF NONDISCRIMINATION:** The Arkansas State Highway Commission, through ARDOT, complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the ARDOT's programs and activities, as well as the ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the ARDOT's nondiscrimination policies may be directed to Joanna P. McFadden Section Head – EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501)569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov. Free language assistance for Limited English Proficient individuals is available upon request. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.
17. **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to Arkansas Code Annotated 19-11-105, all bidders must certify prior to award of a contract that they **do not** employ or contract with any illegal immigrant(s) in its contract with the state.
18. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.

ATTACHMENT A

ELIGIBLE BIDDER CERTIFICATION

The Bidder represents and warrants for itself, its employees and its subcontractors and certifies they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph two (2) of this Certification;
4. Have not within a one-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default; and

The Bidder represents, warrants and acknowledges the understanding that restrictions placed on the employment of labor or on the scale of pay for the work on a contract will be the requirements of the Fair Labor Standards Act (Federal Wage-Hour Law) of 1938, 28 USC §201 et seq., and other applicable labor laws.

The person executing this Certification further represents, warrants and affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 USC §3801 et seq. are applicable thereto.

BIDDER NAME

BY: _____
Signature

TITLE: _____

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____

Yes No

BIDDER INFORMATION: _____ IS THIS FOR:

TAXPAYER ID NAME: _____ Goods? Services? Both?

YOUR LAST NAME: _____ FIRST NAME: _____ M.I.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held <small>(senator, representative, name of board/ commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and how are they related to you? <small>(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

FOR AN ENTITY (BUSINESS)*

Indicate below If any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held <small>(senator, representative, name of board/ commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

Signature _____	Title _____	Date _____
Vendor Contact Person _____	Title _____	Phone No. _____

Agency Use Only				
Agency Number _____	Agency Name _____	Agency Contact Person _____	Contact Phone No. _____	Contract or Grant No. _____

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Bid Number/Contract Number	H-21-226W
Description of product or service	Retroreflective Materials
Contractor name	

Contractor Signature: _____
Signature must be hand written, in ink

Date: _____

ILLEGAL IMMIGRANT CERTIFICATION

Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) **shall** certify with OSP that they do not employ or contract with illegal immigrants.

By signing below, the Contractor agrees and certifies that they do not employ illegal immigrants and will not employ illegal immigrants during the remaining aggregate term of the contract.

Bid Number/Contract Number	H-21-226W
AASIS Number	N/A
Description	Retroreflective Materials
Contractor name	

Contractor Signature: _____

Date: _____

Signature must be hand written, in ink

ARKANSAS STATE HIGHWAY COMMISSION
SPECIFICATIONS FOR SIGN SHEETING MATERIALS

1. Description

This specification covers Retroreflective Sheeting and related processing materials such as process inks and electronic cuttable overlay films for use on highway signs, delineators, and barricades as follows:

Type XI sheeting is a unmetallized cube corner microprismatic element retroreflective sheeting with a flexible, transparent, weatherproof, smooth, outer surface. The sheeting shall have a Class 1 adhesive backing.

Electronic Cuttable Film is a durable, transparent, acrylic, colored film for application over retroreflective sheeting. The film shall have a protected, pre-coated, pressure sensitive adhesive backing. Retroreflective sheeting materials of the types specified shall comply with all applicable requirements of Section 718 of “Standard Specifications for Construction of Road and Bridges on Federal Highway Projects, 1996” (FP-96) and “Standard Specification for Retroreflective Sheeting for Traffic Control” (ASTM D 4956-13). Retroreflective sheeting materials shall have completed the full 3 year cycle of testing with the National Transportation Product Evaluation Program (NTPEP).

The following requirements for process inks, slip sheets, temperature indicators and washers apply to all types of sheeting.

Process Inks. The manufacturer of the sheeting shall furnish at no additional cost the process inks, in standard traffic colors, clears, and thinners recommended for the sheeting to meet the performance requirements of this specification, and shall further be responsible for technical assistance in the use of these inks in accordance with Section 5, below. The process inks shall be a single line of traffic colors that may be applied before and after sheeting is applied to a substrate, require no component premixing, and will air dry for packing in 3 hours or less and require no clear coating. The manufacturer shall provide at no additional cost the formulations and/or inks for specialty colors.

Slip Sheets. Slip sheet paper for protection during heat application, packaging, storing or shipping finished signs shall be furnished in rolls, in at least equal square footage in the same widths as the sheeting supplied, at no additional charge.

Temperature Indicators. Expendable, temperature indicators, if recommended by the sheeting manufacturer for control and calibration of proper application temperature, shall be furnished by the manufacturer at no additional charge.

Washers. Washers, if recommended by the sheeting manufacturer, to protect the sign surface from damage by bolts or other fasteners, shall be furnished by the manufacturer at no additional charge.

2. **General Characteristics and Packaging**

The sheeting as supplied shall be of good appearance, free from ragged edges, cracks and extraneous materials, and shall be furnished in both rolls and sheets. When the sheeting is furnished in continuous rolls, the number of splices shall not be more than two per 50 yards (45.7m) of material with a maximum of three pieces in any 50 yard length. Splices shall be butted or overlapped and shall be suitable for continuous application as supplied.

Rolls shall be packed snugly in corrugated fiberboard boxes in accordance with commercially accepted standards.

Cut sheets shall be packaged flat between pressed composition boards or corrugated pads of the same dimensions in accordance with commercially accepted standards.

Stored under normal conditions, the retroreflective sheeting as supplied shall be suitable for use for a period of at least one year.

3. **Sampling and Testing**

For testing purposes, one sample will be taken at random from each lot. A sample will consist of three pieces, each 12 inches square. Samples will be tested in accordance with the methods specified in FP-96.

4. **Performance Requirements & Obligations**

Sign Fabrication. The manufacturer shall have met with Department personnel on-site before submitting a bid to review the Department's current sign fabrication process. The manufacturer shall discuss any fabrication process changes needed to properly construct signs with the proposed manufacturer's material. Any changes in the fabrication process shall maintain or exceed normal production rates. The cost of all changes, including equipment, hardware and installation, shall be included in the bid price. The manufacturer shall provide a detailed written statement listing any needed changes, if any, including installation and labor-hours for each change, to include as a minimum the following items:

- a. Silk screen mesh size and cleaning procedures.
- b. Silk screen ink system requirements
- c. Drying requirements for silk screened signs, to include sign separation distance, air flow rate and drying time.
- d. Special mounting or orientation requirements of the reflective sheeting.

Certification. The sheeting manufacturer shall submit with each lot or shipment, a certification which states that the material supplied will meet all the requirements listed herein.

Initial Performance Requirement. Sheeting shall meet the applicable Minimum Coefficient of Retroreflection (R_A) values listed in ASTM D 4956-13.

Field Performance Requirements. Sheeting and inks processed and applied in accordance with the manufacturer's recommendations, shall perform effectively for the number of years stated below. The sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions or (2) the coefficient of retroreflection is less than the minimum specified for that sheeting during the periods listed below in Table I. For screen printed transparent colored areas or transparent colored overlay films on white sheeting, the coefficients of retroreflection shall not be less than 70% of the values for the corresponding color in the table.

TABLE I

<u>Type XI</u>	85% of retroreflective values listed in ASTM D 4956-13, Table 10, after 7 years. 80% of retroreflective values listed in ASTM D 4956-13, Table 10, after 10 years.
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Sheeting Manufacturer's Replacement Obligation. Where it can be shown that retroreflective traffic signs with Type III, Type VIII, Type IX, or Type XI sheeting supplied and used according to the sheeting manufacturer's recommendations have deteriorated due to natural causes to the extent that the signs are ineffective for their intended purposes when viewed from a moving vehicle under normal day and night driving conditions or the signs have not met the performance requirements of Section 4, the sheeting manufacturer will replace the defective sheeting during the entire 10 years. In addition, during the first 7 years the manufacturer will cover the cost of restoring the sign surface to its original effectiveness at no cost to the Department for materials and labor for both sign manufacture and installation.

Where it can be shown that retroreflective traffic signs with Type VIII FL or Type IX FL sheeting supplied and used according to the manufacturer's recommendations have deteriorated due to natural causes to the extent that the signs are ineffective for their intended purposes when viewed from a moving vehicle under normal day and night driving conditions or the signs have not met the performance requirements of Section 4, the sheeting manufacturer will replace the defective sheeting during the entire 10 years.

Where it can be shown that retroreflective traffic signs or barricades with Type III C, Type VIII FLC, or Type IX FLC sheeting supplied and used according to the manufacturer's recommendations have deteriorated due to natural causes to the extent that the signs are ineffective for their intended purposes when viewed from a moving vehicle under normal day and night driving conditions or the signs have not met the performance requirements of Section 4, the sheeting manufacturer will replace the defective sheeting during the entire 3 years.

5. **Technical Assistance Requirements**

Instruction and Training. The manufacturer supplying the retroreflective sheeting shall provide at no additional cost the services of a qualified technician for instruction and training at the sign manufacturing facility. This instruction shall be provided bi-annually or when requested, and shall include but not be limited to training films, material application, equipment operation, silk screening techniques, packaging, storage and other proven practices as they apply to the retroreflective sheeting supplied by the manufacturer, and to assure that the resulting signs can comply with the applicable specifications.

Technical Service. The sheeting manufacturer shall, without additional cost to the Department, provide competent technical service and product information including service on screen printing problems with the inks furnished by the manufacturer.

Equipment. The manufacturer supplying the retroreflective sheeting shall provide technical assistance for the recommended sheeting application equipment and certify that trained personnel will be available on 72 hours notice to render such service, and shall stock authorized parts for sheeting application equipment. "Service" is understood to mean the capability of calibration and trouble shooting, as well as the training and retraining of personnel as required.

6. **Warranty**

Any warranties prepared by the manufacturer shall be included with the bid documents.

7. **Cooperative Purchasing.** Other tax-supported entities* in Arkansas (cities, counties, state agencies, school districts, etc.) may purchase commodities covered in this Contract on an individual basis under the same specifications and conditions, and at the pricing set forth by each vendor, all at the discretion of each vendor in each case. Prices could be reduced by a vendor for minor alterations in conditions (changing minimum order quantities, etc.) as agreed by both parties, but could not be raised above the contract bid price under any circumstances. Vendors would not be required to sell to any such entity under this Contract, and those entities would not be obligated to purchase from the Contract.

Each entity wishing to purchase from the Contract would make contact directly with the appropriate vendor(s). The Department of Transportation would remain "out of the loop" for such transactions: all contact, orders, invoices, payments, etc. regarding such transactions must take place exclusively between the tax-supported entity and the vendor. The Department would be held harmless of any and all liability arising from such transactions.

*Tax-supported entities are defined as those receiving more than half of total funding from appropriated tax funds.