

FAULKNER COUNTY
JIM B. BAKER
COUNTY JUDGE
801 LOCUST STREET • CONWAY, AR 72034

FILED

FEB 15 2022

MARGARET DARTER
FAULKNER COUNTY CLERK
BY Watters DC

IN THE COUNTY COURT OF FAULKNER COUNTY, ARKANSAS

COURT ORDER 22-045

**IN THE MATTER OF
ACCEPTING BID FOR
2022 ROAD STRIPING**

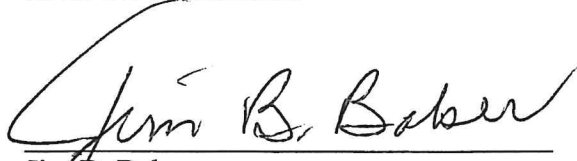
Having opened and reviewed the submitted bids for 2022 Road Striping on February 14, 2022. The Court finds that the following bid is accepted in that it is the lowest bid and meets all bid requirements.

<u>Company</u>	<u>Base Bid</u>
Arkansas Fence & Guardrail	\$1,432.72

The Court finds that the following bids either failed to comply with the bid specifications or it was not the lowest bid:

Time Striping Inc.	\$ 2,424.31
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IT IS SO ORDERED



Jim B. Baker
Faulkner County Judge
February 15, 2022

INVITATION TO BID
Faulkner County Road Department

Offers by telephone, telegram, fax, or electronic mail will not be accepted.
 Return Bid to:

Faulkner County Judges Office
 Attn: 2022 Road Striping
 801 Locust Street
 Conway, AR 72034

FILED
 TIME: _____

FEB 14 2022

MARGARET DARTER
 FAULKNER COUNTY CLERK


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

DATE ISSUED: January 27, 2022

DATE & TIME OF BID OPENING: February 14, 2022 at 9:00am

COMMODITY CLASSIFICATION: Pavement Markings / **CONTRACT PERIOD/DATE DELIVERY REQUIRED:** As Specified in Bid

Faulkner County Road Department is requesting competitive sealed bids for the purchase and delivery of County Road Striping in Paint and Thermoplastic 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 Faulkner County Road Department 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 Faulkner County Quorum Court. It is the responsibility of the bidder to read and comply with all terms and standard conditions listed on the reverse side.

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 bid being requested should be directed to the office of Faulkner County Road Department Mark Ledbetter @ 501-472-5646.

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 COMPANY:	PHONE NUMBER:	FAX NUMBER:
AF&G, LLC dba ARKANSAS FENCE & GUARDRAIL	(501) 505-6679	kevin@arfence.com

BUSINESS ADDRESS, STREETS:	CITY:	STATE:	ZIP:
P.O. BOX 7776	LITTLE ROCK	AR	72217-7776

SIGNATURE OF AUTHORIZED PERSON:	DATE:
	2/14/2022

PRINTED OR TYPED NAME:	TITLE:
KEVIN TUCKER	PRESIDENT

ARKANSAS SALES OR USE TAX NUMBER: 69066394-SLS

STATE CONTRACTORS LICENSE NUMBER: 03578900123

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. Sales or use tax is not to be shown in bid price but is to be added by the vendor to the invoice billing to the County. The County is not exempt from Arkansas Sales and Use Tax. Vendors are to register and pay tax directly to the Arkansas State Revenue Department.
3. Discounts offered will be taken when the County qualifies for such. The beginning date for computing discounts will be the date of the invoice or the date of delivery and acceptance, whichever is later.
4. 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.
5. Identical Bids: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
6. 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.
7. 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 Faulkner County.
8. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility within Faulkner County. Charges may not be added after the bid is opened.
9. 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.
10. The Purchasing Department reserves the right to award items, all or none, or by line item(s).
11. Quality, time and probability of performance may be factors in making an award.
12. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
13. 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 County.

14. 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 Faulkner County.
15. CONSTRUCTION:
 - A. When noted, the Contractor is to supply Faulkner County 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 County 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 \$50,000 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].
16. 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.
17. 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 is 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.
18. Faulkner County 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, Faulkner County may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
19. As required by Arkansas State Law, an Arkansas State Contractors License is required for any work bid over \$50,000.00.
20. EQUAL OPPORTUNITY IN EMPLOYMENT: All qualified bidders will receive consideration without regard to race, color, religion, sex, age, disability or national origin. Pursuant to Arkansas Code Annotated 22-9-203: Faulkner County encourages all qualified small, minority and women business enterprises to propose on and receive contracts for goods, services, and construction.

21. DELIVERY:

Faulkner County Road Department requests work to begin within 5 days after receipt of order. If Contractor fails to meet this delivery date, liquidated damages in the amount of \$1,500.00 per day will be imposed on the 6th day and/or Faulkner County will have the option to go to the next lowest responsive bidder for completion of the project. If this delivery schedule can't be met, bidder must state number of days they require to place commodity in Faulkner County's designated locations. Failure to state delivery time obligates bidder to complete delivery within Faulkner County's requested timeframe. Should successful bidder not meet delivery requirements, the County will move to the next lowest contractor's responsive bid.

DELIVERY TIME: ON SITE WITHIN 2 DAYS

F.O.B.: FAULKNER COUNTY ROAD DEPARTMENT

65 ACKLIN GAP ROAD

CONWAY, AR 72032

22. NON-APPROPRIATION CLAUSE:

Notwithstanding anything contained in this Agreement to the contrary, if the Faulkner County Quorum Court fails to appropriate funds for subsequent period within the term of this Agreement, the County shall not be obligated to make payments beyond the then current fiscal appropriations period provided that Company shall have received a written notification of the occurrence of the following events:

- a) Funds are not appropriated for a subsequent period during the Term of this Agreement for the acquisition of services and functions which, in whole or in part, are essentially the same services and functions for the performance of which the services and functions were purchased;
- b) County has exhausted all funds legally available for all payments due under this Agreement;
and
- c) Such non-appropriation did not result from any act or failure to act of County.

Then, Company's only remedy shall be to terminate this Agreement at the end of the period which notice is given and take possession of any equipment owned by the Company. Company shall be entitled, however, to any payments and other payments due and owing during any previous period.

23. SCOPE:

The purpose of this Invitation to Bid (ITB) is to establish a contract for application of pavement markings for the Faulkner County Road Department. Bid prices shall include all labor and materials necessary to perform the job in accordance with the standards of performance. Award of this contract shall be "ALL OR NONE".

24. 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. 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. Faulkner County retains the absolute right to assess whether and when performance is subsequently acceptable and not acceptable by the County.

25. 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 Faulkner County 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.

26. 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 Faulkner County and the contractor.

27. WARRANTY:

The Company hereby warrants the striping. The warranty shall include full repair, removal and/or replacement of failed pavement markings and pavement markings that have been deemed not meeting the Arkansas Highway Department "Standard Specifications for Highway Construction" 2014 Edition, Particularly Section 718 and 719, and the Manual on Uniform Traffic Control Devices (MUTCD) 2009 Edition, as directed by the Faulkner County Road Department Mark Ledbetter and Faulkner County Judge Jim Baker. Reflectivity Test and Paint Millage Test will be performed at various times during the pavement marking project to ensure all material meets section 718 and 719.

28. QUANTITIES:

Any quantities set forth in the Invitation to Bid are estimates. Contractor must furnish the quantity ordered whether more or less than the estimate. No quantities are listed; Faulkner County may place and order for 1 mile of pavement markings or 10 miles of pavement markings. Whichever it may be, Contractor is to supply the County within the time period listed.

SPECIFICATIONS**APPLICABLE SPECIFICATIONS:****29. GENERAL:**

All pavement markings shall meet the requirements of the applicable sections of 718 and 719 of the 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.

30. PERFORMANCE:

All paint and beads shall meet ARDOT Specifications and material must be listed on the ARDOT QPL Approval List. Material Certifications for highway paint, thermoplastic, beads and batch numbers shall be submitted with the material to the Faulkner County Road Department prior to any work being started for approval.

SECTION 1:

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

ITEM #	UNIT	DESCRIPTION	UNIT PRICE
1.	Per L.F.	Paint White/Yellow 4" Reflective	<u>\$0.13 L.F.</u>
2.	Per L.F.	Paint White/Yellow 6" Reflective	<u>\$0.14 L.F.</u>
3.	Each	Painted Words	<u>\$10.00 EACH</u>
4.	Each	Painted Arrows/ Right Left/Straight/Combination	<u>\$10.00 EACH</u>
5.	Each	Painted Railroad Emblems	<u>\$250.00 EACH</u>
6.	Per L.F.	Painted Crosswalks and Stop Bars 12"	<u>\$1.00 L.F.</u>
7.	Each	Raised Pavement Markers White/Yellow Provided & Installed	<u>\$7.50 EACH</u>
8.	Per Mile	Sweeping per mile of Roadway To include centerline & edgeline	<u>\$500.00 MILE</u>
		Total Section 1	<u>\$778.77</u>

SECTION 2:

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

ITEM #:	QTY	DESCRIPTION	UNIT PRICE
1.	Per L.F.	White/Yellow 4" Reflective Thermoplastic	<u>\$0.65 L.F.</u>
2.	Per L.F.	White/Yellow 6" Reflective Thermoplastic	<u>\$0.82 L.F.</u>
2.	Each	Thermoplastic Pavement Marking (Words)	<u>\$175.00 EACH</u>
3.	Each	Thermoplastic Pavement Marking (Arrow) Right, Left or Combination	<u>\$125.00 EACH</u>
4.	Each	Thermoplastic Pavement Marking (Railroad Emblem)	<u>\$350.00 EACH</u>
7.	Per L. F	Thermoplastic Pavement Marking 12" Crosswalks Stop Bars 12"	<u>\$2.50 L.F.</u>
		TOTAL SECTION 2	<u>\$653.97</u>
		GRAND TOTAL SECTION 1 & 2	<u>\$1,432.72</u>

31. ADDITIONAL REQUIREMENTS:

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

1. Has in operation an organization including supervision, labor and material devoted to the type of work described in the proposal and specification.
2. Contractor shall view project, confer in person with the superintendent, and obtain superintendents attestation of contractors' appearance at the project prior to bid.
3. Contractor shall submit pricing on each line item. This is an all or none bid. Blank line items will be considered as non-responsive bid. The bid will be opened, identified, closed and not read.
4. Contractor's License must be submitted with bid packet ✓