City of Fayetteville Item Review Form

2014-0157

Legistar File Number

April 15, 2014

City Council Meeting Date - Agenda Item Only N/A for Non-Agenda Item

Terry Gulley		Transportation Services
Submitted By		Department
	Action Required:	
A resolution awarding Bid #14 pavement markings for a unit through the end of calendar years.	-20 and authorizing the purchase o price of \$4.03 per square foot from ear 2014.	of preformed thermoplastic Flint Trading, Inc., as needed

Does this item have a cost? Yes		
	\$116,271.00	Traffic Engineering & Planning
Cost of this request	Category or Project Budget	Program or Project Name
2100.5315.5211.00	\$11,431.90	Materials & Supplies
Account Number	Funds Used to Date	Program or Project Category
	\$104,839.10	Street Fund
Project Number	Remaining Balance	Fund Name
Budgeted Item? Yes	Budget Adjustment Attached?	
**************************************		V20130812
Previous Ordinance or Resolution #		ENVERED SI







Comments:

The cost of this request will vary depending upon services requested and the quantity of materials needed throughout the year.

Terry Gulley



CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 15, 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: March 27, 2014

SUBJECT: A resolution awarding Bid #14-20 and authorizing the purchase of preformed thermoplastic pavement markings for a unit price of \$4.03 per square foot from Flint Trading, Inc., as needed through the end of calendar year 2014.

RECOMMENDATION:

Staff recommends a resolution awarding Bid #14-20 and authorizing the purchase of preformed thermoplastic pavement markings for a unit price of \$4.03 per square foot from Flint Trading, Inc., as needed through the end of calendar year 2014.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement projects outlined in the 2013-2017 Capital Improvements Program and annual budget and work program. Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

DISCUSSION:

The low bid for preformed thermoplastic pavement markings was submitted by Swarco Industries, Inc. However, their product requires preheating of the application surface (275 degrees minimum) and has ambient temperature requirements that limit time of day and season for application. Therefore, the product offered by Swarco Industries, Inc. does not meet the required bid specifications. For this reason, staff recommends awarding the bid to Flint Trading, Inc.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid #14-20 Tabulation
Bid Submittal (Flint Trading, Inc.)
Bid Submittal (Swarco Industries, Inc.)
Product Application Instructions (Swarco Industries, Inc.)

RESOLUTION NO.	R	ES	\mathbf{OL}	UTI	ON	NO.	
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A RESOLUTION TO AWARD BID #14-20 AND TO AUTHORIZE THE PURCHASE OF PREFORMED THERMOPLASTIC PAVEMENT MARKINGS FROM FLINT TRADING, INC. FOR A UNIT PRICE OF \$4.03 PER SQUARE FOOT AS NEEDED THROUGH THE END OF 2014

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #14-20 and authorizes the purchase of preformed thermoplastic pavement markings from Flint Trading, Inc. for a unit price of \$4.03 per square foot as needed through the end of 2014.

PASSED and APPROVED this 15th day of April, 2014.

APPROVED:	ATTEST:
By:	Ву:
LIONELD JORDAN, Mayor	SONDRA E. SMITH, City Clerk/Treasurer

Bid: 14-20 3/12/2014 2:00 PM City of Fayetteville Hayelleville BID 14-20, Preformed Thermoplastic Pavement Markings

				-	
BIDDER	ITEM	Qty	Price Per Square Foot		Total Bid
Flint Trading Inc	1.25 mil, White in Color	7000 sqft	\$ \$.0	٠ ج	4.03 \$ 28,210.00
Swarco Industries Inc	1.25 mil, White in Color	7000 sqft \$		\$ 0	3.50 \$ 24,500.00

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

P. Vice, Purchasing Manager CERTIFIED:



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: BID 14-20, Preformed Thermoplastic Pavement Markings

DEADLINE: Wednesday, March 12, 2014 before 2:00 PM Local Time

DELIVERY LOCATION: Room 306 - 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPO, CPPB aforen@fayetteville-ar.gov, 479.575.8220

DATE OF ISSUE AND ADVERTISEMENT: Thursday, February 27, 2014

INVITATION TO BID <u>Bid 14-20, Preformed Thermoplastic Pavement Markings</u>

No late bids shall be accepted. Bids shall be submitted in sealed envelopes labeled "Bid 14-20, Thermoplastic Pavement Markings" with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Flint Trading, Inc.

Contact Person: Dane Alsabrook

Title: Assistant Vice President

Phone: (469) 522-5828

Business Address: 115 Todd Court

City: Thomasville State: North Carolina Zip: 27360

Signature: ______ Date: 3/6/2014

E-Mail: sales@flinttrading.com

City of Fayetteville Bid 14-20, Preformed Thermoplastic Pavement Markings Bid Form

DATE REQUIRED AS A COMPLETE UNIT: <u>Delivery shall be made within 14 calendar days from date of received Purchase Order.</u>

F.O.B. Destination: City of Fayetteville Transportation Division, 1455 S. Happy Hollow Road, Fayetteville, AR 72701

ITEM: DESCRIPTION: QUANTITY: *PRICE EACH: *TOTAL PRICE

1. Preformed Thermoplastic Pavement

Preformed Thermoplastic Pavement Markings, including shipping, priced Per square foot, including shipping

*MANUFACTURER: Flint Trading, Inc.

THIS BID FORM CONTINUES ON THE NEXT PAGE.

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

- 1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
- 2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
- 3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
- 4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
- 5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
- 6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

X	_ 1.) NO KNOWN RELATIONSHIP EXISTS
9	2.) RELATIONSHIP EXISTS (Please explain):

- 7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 Subpart P Excavations.
- 8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - **b.** Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Flint	Frading, Inc.	
	Purchase Order/Payments shall	be issued to this name
*D/B/A or Corporation !	Name	
*BUSINESS ADDRESS:	115 Todd Court	
*CITY: Thomasville	*STATE: NC	* ZIP: 27360

*PHONE: (336) 47	5-6600	FAX: (336) 475-7900	
*E-MAIL: sales@fl	inttrading.com		
*BY: (PRINTED NA	ME) Dane Alsabrook BNATURE: Dane also	liook	
*TITLE: Assistant	Vice President	20144	
*DUNS NUMBER:	60-646-7819	CAGE NUMBER: N/A	
*TAX ID NUMBER:	56-1736552		
Acknowledge Addend	lums:		
Addendum No. N/A	Dated:Acknowledge	ed by:	
Addendum No	Dated:Acknowledge	od by:	
Addendum No	Dated:Acknowledge	ed by:	

City of Fayetteville Bid 14-20, Preformed Thermoplastic Pavement Markings General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids will be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature. Failure to provide materials bid will subject bidder to disqualification for the remainder of the calendar year. Failure to deliver poor quality or incorrect materials on a consistent or more than three (3) times in a calendar year will subject bidder to disqualification for the remainder of the calendar year
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.
- i. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.
- j. All items and services bid shall meet the Arkansas Highway Department specifications for this bid.
- k. Bids shall be valid for the calendar year 2014, ending December 31, 2014 on an as needed basis.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. <u>DESCRIPTION OF SUPPLIES AND SERVICES:</u>

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

City of Fayetteville, AR Bid 14-20, Preformed Thermoplastic Pavement Markings Page 5 of 13

- a. In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. **CONFLICT OF INTEREST:**

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to verify receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 the City of Fayetteville encourages all qualified small, minority and women's business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to qualified small, minority and women's business enterprises.

10. PROVISION FOR OTHER AGENCIES: N/A

11. COLLUSION:

City of Fayetteville, AR Bid 14-20, Preformed Thermoplastic Pavement Markings Page 6 of 13 The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against any and all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing. The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

City of Fayetteville, AR Bid 14-20, Preformed Thermoplastic Pavement Markings Page 7 of 13

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. PRICING:

- a. Prices bid shall be firm through December 31, 2014.
- b. In the event of a general price schedule **decrease** during the contract period, the City shall be guaranteed full benefit of the price reduction for all undelivered orders on the effective date of the decrease and thereafter. Contractor guarantees against increases in quoted price for the first year of the contract period. Thereafter in the event contractor's manufacturer/supplier **increases** the general price schedule, the contractor may submit a price adjustment request to the Purchasing Office (Andrea Foren <u>aforen@fayetteville-ar.gov</u>). The price adjustment request will be accepted so long as the requested increase in prices does not exceed the direct price increases published in the manufacturer's revised general price schedule (for example if manufacturer's price increases \$.10/unit, he may request an adjustment not to exceed \$.10/unit in the contract award price) The contractor shall submit a letter from the manufacturer certifying the increased cost with each price adjustment request. All adjusted prices must be competitive with the prevailing market price.
- c. The City reserved the right to reevaluate bidders in their standing in the event of a vendor price increase.

26. OTHER GENERAL CONDITIONS:

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. Sales tax shall NOT be included in the bid price. Applicable Arkansas sales tax laws will apply to this bid but not be considered for the bid evaluation process. The City is not a sales tax exempt entity.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs

City of Fayetteville, AR Bid 14-20, Preformed Thermoplastic Pavement Markings Page 9 of 13 incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of, or in any manner relating to this bid, or any contract entered related thereto, shall be governed by Arkansas law without regard to conflicts of law principles. Proposer hereby expressly and irrevocably waives any claim or defense in any action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- k) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the services called for in this Contract.
- The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in the Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

27. ATTACHMENTS TO BID DOCUMENTS:

- a. N/A
- 28. INVOICING: All invoices shall be presented to the City with the minimum information listed below.
 - a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of service
 - Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoice. Amounts in the bid shall match invoicing.

City of Fayetteville, AR Bid 14-20, Preformed Thermoplastic Pavement Markings Page 10 of 13

1. USE

- **1.1** The quantity provided in the bid form is an estimate. The City of Fayetteville reserves the right to purchase more or less depending on need.
- 1.2 Orders will be made on an as needed basis.
- 1.3 The markings must be a resilient white, yellow or other color thermoplastic product, the surface of which must contain glass beads and abrasives in an alternating pattern. The markings must be resistant to the detrimental effects of motor fuels, lubricants, hydraulic fluids, etc. Lines, legends, and symbols are capable of being affixed to bituminous and/or Portland cement concrete pavements by the use of the normal heat of a propane torch.
- 1.4 The markings must be capable of conforming to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic when heated with the torch.
- 1.5 The markings shall not have minimum ambient and road temperature requirements for application, storage, or handling.
- 2 MANUFACTURING CONTROL AND ISO CERTIFICATION: The manufacturer must be ISO 9001:2008 certified and provide proof of current certification. The scope of the certification shall include manufacture of reflective highway markings.
- 3.0 MATERIAL: Must be composed of an ester modified rosin resistant to degradation by motor fuels, lubricants, etc. in conjunction with aggregates, pigments, binders, abrasives, and glass beads which have been factory produced as a finished product, and meets the requirements of the current edition of the Manual of Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material conforms to AASHTO designation M249-79 (98), with the exception of the relevant differences due to the material being supplied in a performed state.

3.1 GRADED GLASS BEADS:

- **3.1.1.** The material must contain a minimum of thirty percent (30%) intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent. Not more than twenty percent (20%) consists of irregular fused spheroids, or silica. The index of refraction shall not be less than 1.50.
- 3.1.2. The material must have factory applied coated surface beads and abrasives in addition to the intermixed beads at a rate of ½ pound (+/- 20%) per 11 square foot. The surface beads and abrasives must be applied in an alternating arrangement across the surface of the material so that the surface is covered in what is best described as a "checkerboard" pattern of glass beads and abrasive materials. The abrasive material must have a minimum hardness of 8 (Mohs scale). These factory applied coated surface beads shall have the following specifications:
 - 1) Minimum 80% rounds
 - 2) Minimum refractive index of 1.5
- 3) Minimum SiO₂
- 4) Minimum iron content of 0.1%

Size Gradation		ž.	
US Mesh	Um	Retained, %	Passing, %
12	1700	0 - 2%	98 - 100%
14	1400	0 - 6%	94 - 100%
16	1180	1 - 21%	79 – 99%
18	1000	28 - 62%	38 - 72%
20	850	62 - 71%	29 – 38%
30	600	67 - 77%	23 - 33%
50	300	86 - 95%	5 – 14%
80	200	97-100%	0 - 3%

3.2 Pigments:

- 3.2.1. White: The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA 99-6190 Table 5 and Table 6 as revised and corrected.
- 3.2.2 Red, Blue, and Yellow: The material shall be manufactured with sufficient pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected. The yellow pigments must be organic and must be heavy-metal free.
- 3.2.3. Other Colors: The pigments must be heavy-metal free.
- 3.3. <u>Heating Indicators</u>: The top surface of the material (same side as the factory applied surface beads) shall have regularly spaced indents. These indents shall act as a visual cue during application that the material has reached a molten state so satisfactory adhesion and proper bead embedment has been achieved and a post-application visual cue that the installation procedures have been followed.
- 3.4 <u>Skid Resistance:</u> The surface of the preformed thermoplastic material shall contain factory applied non-skid material with a minimum hardness of 8 (Mohs scale). Upon application, the material shall prove a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.
- 3.5 <u>Thickness:</u> The material must be supplied at a minimum thickness of 90 mils (2.29mm) or 125 mils (3.15 mm)
- **3.6** Retroreflectivity: The performed retroreflective marking materials upon application shall exhibit adequate and uniform nighttime retroreflectivity. The marking materials shall have the following retroreflectivity as measured using a Delta LTL 2000 or LTL-X Retroreflectometer

White preforme	d reflective marking	g materials – minimum	of 275 mc	'א1-²-1x
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Note: Initial retroreflection and skid resistance are affected by the amount of heat applied during installition. When ambient temperatures are such that greater amounts of heat are required for proper installation, initial retroreflection and skid resistance levels may be affected.

- 3.7 <u>Environmental Resistance:</u> The material must be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to oil and gasoline.
- 3.8 <u>Abrasives:</u> The abrasives and surface beads must be applied in an alternating arrangement across the surface of the material so that the surface is covered in what is best described as a "checkerboard" pattern of glass beads and abrasive materials. The abrasive material must have a minimum hardness of 8 (Mohs scale).

4.0 APPLICATION

- **4.1** Asphalt: The materials shall be applied using the propane torch method recommended by the manufacturer. The material must be able to be applied without minimum requirements for ambient and road temperatures and without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. The pavement shall be clean, dry, and free of debris. Supplier must enclose application instructions with each box/package.
- **4.2** <u>Portland Concrete</u>: The same application procedure shall be used as described under Section 4.1. However, a compatible primer sealer may be applied before application to assure proper adhesion.
- 5.0 PACKAGING: The preformed thermoplastic markings shall be placed in protective plastic film with cardboard stiffeners where necessary to prevent damage in transit. Linear material must be cut to a maximum of 3 foot long pieces. Legends and symbols must also be supplied in flat pieces. The cartons in which packed shall be non-returnable and shall not exceed 40 inches in length and 25 inches in width, and be labeled for ease of identification. The weight of the individual carton must not exceed seventy (70) pounds. A protective film around the box must be applied in order to protect the material from rain or premature aging.
- **6.0 TECHNICAL SERVICES:** The successful bidder shall provide technical services as required.
- **7.0 PERFORMANCE:** The preformed thermoplastic markings shall meet state specifications and be approved for use by the appropriate state agency.



CERTIFICATE OF APPROVAL

This is to certify that the Quality Management System of:

Ennis-Flint Thomasville 111 Todd Court Thomasville, North Carolina 27360, USA

has been approved by Lloyd's Register Quality Assurance to the following Quality Management System Standards:

ISO 9001:2008

The Quality Management System is applicable to:

Design, Development and Manufacture of Preformed Extruded
Thermoplastic Materials including: Retro Reflective/Reflective Skid
Resistant Preformed Pavement Marking Materials, Skid Resistant
Preformed Pavement Marking Materials, Skid Resistant Interconnected
Pavement Marking Materials, Retro Reflective Profile Skid Resistant
Preformed Thermoplastic Pavement Marking Materials, Retro Reflective
Profile Preformed Thermoplastic Pavement Marking Materials, Preformed
Thermoplastic Adhesive Materials, Preformed Detectable Materials.

Approval Certificate No: UQA 0113270 Original Approval: Current Certificate: Certificate Expiry:

January 19, 2004 January 1, 2013 December 31, 2015

Issued by: Lloyd's Register Quality Assurance, Inc.





City of Fayetteville, Arkansas Purchasing Division – Room 306 113 W. Mountain Fayetteville, AR 72701 Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: BID 14-20, Preformed Thermoplastic Pavement Markings

DEADLINE: Wednesday, March 12, 2014 before 2:00 PM Local Time

DELIVERY LOCATION: Room 306 - 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPO, CPPB aforen@fayetteville-ar.gov, 479.575.8220

DATE OF ISSUE AND ADVERTISEMENT: Thursday, February 27, 2014

INVITATION TO BID <u>Bid 14-20, Preformed Thermoplastic Pavement Markings</u>

No late bids shall be accepted. Bids shall be submitted in sealed envelopes labeled "Bid 14-20, Thermoplastic Pavement Markings" with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm:	Swarco Industries, Inc.			
Contact Person:	Jon Sproul		Title:	President/GM
E-Mail: roseann.m	eredith@swarco.com		Phone	931-388-5900
Business Addres	s: _270 Rutherford Land	е		
City: Columbia		State:	Tennessee	Zip: _38401
Signature:	mont.		Date: _	3/7/2014

City of Fayetteville, AR Bid 14-20, Preformed Thermoplastic Pavement Markings Page 1 of 13 City of Fayetteville Bid 14-20, Preformed Thermoplastic Pavement Markings Bid Form

DATE REQUIRED AS A COMPLETE UNIT: <u>Delivery shall be made within 14 calendar days from date of received Purchase Order.</u>

F.O.B. Destination: City of Fayetteville Transportation Division, 1455 S. Happy Hollow Road, Fayetteville, AR 72701

ITEM: **DESCRIPTION: QUANTITY:** *PRICE EACH: *TOTAL PRICE 1. Preformed Thermoplastic Pavement Markings, including shipping, priced Per square foot, including shipping 7000 sqft. \$3.50/sq.ft. \$24,500.00 Please Specify for Unit(s) Bid: Price per sqft. Swarco *MANUFACTURER:

THIS BID FORM CONTINUES ON THE NEXT PAGE.

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

- 1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
- 2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
- 3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
- 4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
- 5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
- 6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

X	_ 1.) NO KNOWN RELATIONSHIP EXISTS
	2.) RELATIONSHIP EXISTS (Please explain):

- 7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 Subpart P Excavations.
- 8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM:	Swarco Industries, Inc.
*D/B/A or Corporation	Purchase Order/Payments shall be issued to this name Name
*BUSINESS ADDRESS	:270 Rutherford Lane
*CITY: Columbia	*STATE: Tennessee *zip: 38401

*PHONE:931-388-5900	FAX: 931-388-4039
*E-MAIL:roseann.meredith@swarco.com	
*BY: (PRINTED NAME) _ Jon Sproul	
*AUTHORIZED SIGNATURE:	7
*TITLE:President/GM	\
*DUNS NUMBER:16-055-4341	CAGE NUMBER:
*TAX ID NUMBER: _33-0169259	
Acknowledge Addendums:	
Addendum No. 1 Dated: 3/5/2014 Acknowledge	ed by Joseph
Addendum No Dated: Acknowledge	ed by:
Addendum No. Dated: Acknowledge	ad by:

City of Fayetteville Bid 14-20, Preformed Thermoplastic Pavement Markings General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids will be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents <u>prior</u> to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature. Fallure to provide materials bid will subject bidder to disqualification for the remainder of the calendar year. Failure to deliver poor quality or incorrect materials on a consistent or more than three (3) times in a calendar year will subject bidder to disqualification for the remainder of the calendar year
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.
- Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.
- j. All items and services bid shall meet the Arkansas Highway Department specifications for this bid.
- k. Bids shall be valid for the calendar year 2014, ending December 31, 2014 on an as needed basis.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

City of Fayetteville, AR Bid 14-20, Preformed Thermoplastic Pavement Markings Page 5 of 13

- a. In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to verify receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 the City of Fayetteville encourages all *qualified* small, minority and women's business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women's business enterprises.

10. PROVISION FOR OTHER AGENCIES: N/A

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law
 applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against any and all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing. The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

City of Fayetteville, AR Bid 14-20, Preformed Thermoplastic Pavement Markings Page 7 of 13

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

City of Fayetteville, AR Bid 14-20, Preformed Thermoplastic Pavement Markings Page 8 of 13

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. PRICING:

- Prices bid shall be firm through December 31, 2014.
- b. In the event of a general price schedule *decrease* during the contract period, the City shall be guaranteed full benefit of the price reduction for all undelivered orders on the effective date of the decrease and thereafter. Contractor guarantees against increases in quoted price for the first year of the contract period. Thereafter in the event contractor's manufacturer/supplier *increases* the general price schedule, the contractor may submit a price adjustment request to the Purchasing Office (Andrea Foren <u>aforen@fayetteville-ar.gov</u>). The price adjustment request will be accepted so long as the requested increase in prices does not exceed the direct price increases published in the manufacturer's revised general price schedule (for example if manufacturer's price increases \$.10/unit, he may request an adjustment not to exceed \$.10/unit in the contract award price) The contractor shall submit a letter from the manufacturer certifying the increased cost with each price adjustment request. All adjusted prices must be competitive with the prevailing market price.
- c. The City reserved the right to reevaluate bidders in their standing in the event of a vendor price increase.

26. OTHER GENERAL CONDITIONS:

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. Sales tax shall NOT be included in the bid price. Applicable Arkansas sales tax laws will apply to this bid but not be considered for the bid evaluation process. The City is not a sales tax exempt entity.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs

incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (<u>aforen@fayetteville-ar.gov</u>) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of, or in any manner relating to this bid, or any contract entered related thereto, shall be governed by Arkansas law without regard to conflicts of law principles. Proposer hereby expressly and irrevocably waives any claim or defense in any action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- k) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the services called for in this Contract.
- The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in the Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

27. ATTACHMENTS TO BID DOCUMENTS:

- a. N/A
- 28. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
 - a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of service
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoice. Amounts in the bid shall match invoicing.

City of Fayetteville, AR Bid 14-20, Preformed Thermoplastic Pavement Markings Page 10 of 13 City of Fayetteville Bid 14-20, Preformed Thermoplastic Pavement Markings Specifications

1. USE

- **1.1** The quantity provided in the bid form is an estimate. The City of Fayetteville reserves the right to purchase more or less depending on need.
- 1.2 Orders will be made on an as needed basis.
- 1.3 The markings must be a resilient white, yellow or other color thermoplastic product, the surface of which must contain glass beads and abrasives in an alternating pattern. The markings must be resistant to the detrimental effects of motor fuels, lubricants, hydraulic fluids, etc. Lines, legends, and symbols are capable of being affixed to bituminous and/or Portland cement concrete pavements by the use of the normal heat of a propane torch.
- 1.4 The markings must be capable of conforming to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic when heated with the torch.
- **1.5** The markings shall not have minimum ambient and road temperature requirements for application, storage, or handling.
- 2 MANUFACTURING CONTROL AND ISO CERTIFICATION: The manufacturer must be ISO 9001:2008 certified and provide proof of current certification. The scope of the certification shall include manufacture of reflective highway markings.
- 3.0 MATERIAL: Must be composed of an ester modified rosin resistant to degradation by motor fuels, lubricants, etc. in conjunction with aggregates, pigments, binders, abrasives, and glass beads which have been factory produced as a finished product, and meets the requirements of the current edition of the Manual of Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material conforms to AASHTO designation M249-79 (98), with the exception of the relevant differences due to the material being supplied in a performed state.

3.1 GRADED GLASS BEADS:

- **3.1.1.** The material must contain a minimum of thirty percent (30%) intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent. Not more than twenty percent (20%) consists of irregular fused spheroids, or silica. The index of refraction shall not be less than 1.50.
- 3.1.2. The material must have factory applied coated surface beads and abrasives in addition to the intermixed beads at a rate of ½ pound (+/- 20%) per 11 square foot. The surface beads and abrasives must be applied in an alternating arrangement across the surface of the material so that the surface is covered in what is best described as a "checkerboard" pattern of glass beads and abrasive materials. The abrasive material must have a minimum hardness of 8 (Mohs scale). These factory applied coated surface beads shall have the following specifications:
 - 1) Minimum 80% rounds
 - 2) Minimum refractive index of 1.5
- 3) Minimum SiO₂
- 4) Minimum iron content of 0.1%

Size Gr	adation				
US Mesh	Uт	Retained, %	Passing, %		
12	1700	0 - 2%	98 - 100%		
14	1400	0 - 6%	94 - 100%		
16	1180	1 - 21%	79 – 99%		
18	1000	28 - 62%	38 - 72%		
20	850	62 - 71%	29 – 38%		
30	600	67 - 77%	23 - 33%		
50	300	86 - 95%	5 – 14%		
80	200	97-100%	0 - 3%		

3.2 Pigments:

- 3.2.1. White: The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA 99-6190 Table 5 and Table 6 as revised and corrected.
- 3.2.2 Red, Blue, and Yellow: The material shall be manufactured with sufficient pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected. The yellow pigments must be organic and must be heavy-metal free.
- 3.2.3. Other Colors: The pigments must be heavy-metal free.
- 3.3. <u>Heating Indicators:</u> The top surface of the material (same side as the factory applied surface beads) shall have regularly spaced indents. These indents shall act as a visual cue during application that the material has reached a molten state so satisfactory adhesion and proper bead embedment has been achieved and a post-application visual cue that the installation procedures have been followed.
- 3.4 <u>Skid Resistance:</u> The surface of the preformed thermoplastic material shall contain factory applied non-skid material with a minimum hardness of 8 (Mohs scale). Upon application, the material shall prove a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.
- 3.5 <u>Thickness:</u> The material must be supplied at a minimum thickness of 90 mils (2.29mm) or 125 mils (3.15 mm)
- 3.6 <u>Retroreflectivity</u>: The performed retroreflective marking materials upon application shall exhibit adequate and uniform nighttime retroreflectivity. The marking materials shall have the following retroreflectivity as measured using a Delta LTL 2000 or LTL-X Retroreflectometer

White preformed reflective marking materials – minimum of 275 mcd-m ⁻² -1	า⁻²-1x⁻	ncd-m ⁻²	275	n of	- minimum	materials -	marking	reflective	e preformed	White	
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Note: Initial retroreflection and skid resistance are affected by the amount of heat applied during installition. When ambient temperatures are such that greater amounts of heat are required for proper installation, initial retroreflection and skid resistance levels may be affected.

- **3.7** Environmental Resistance: The material must be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to oil and gasoline.
- 3.8 <u>Abrasives:</u> The abrasives and surface beads must be applied in an alternating arrangement across the surface of the material so that the surface is covered in what is best described as a "checkerboard" pattern of glass beads and abrasive materials. The abrasive material must have a minimum hardness of 8 (Mohs scale).

4.0 APPLICATION

- **4.1** Asphalt: The materials shall be applied using the propane torch method recommended by the manufacturer. The material must be able to be applied without minimum requirements for ambient and road temperatures and without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. The pavement shall be clean, dry, and free of debris. Supplier must enclose application instructions with each box/package.
- **4.2** <u>Portland Concrete</u>: The same application procedure shall be used as described under Section 4.1. However, a compatible primer sealer may be applied before application to assure proper adhesion.
- 5.0 PACKAGING: The preformed thermoplastic markings shall be placed in protective plastic film with cardboard stiffeners where necessary to prevent damage in transit. Linear material must be cut to a maximum of 3 foot long pieces. Legends and symbols must also be supplied in flat pieces. The cartons in which packed shall be non-returnable and shall not exceed 40 inches in length and 25 inches in width, and be labeled for ease of identification. The weight of the individual carton must not exceed seventy (70) pounds. A protective film around the box must be applied in order to protect the material from rain or premature aging.
- 6.0 TECHNICAL SERVICES: The successful bidder shall provide technical services as required.
- **7.0 PERFORMANCE:** The preformed thermoplastic markings shall meet state specifications and be approved for use by the appropriate state agency.

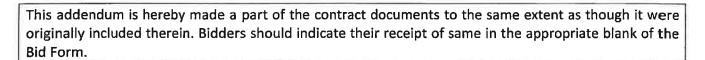
Bid 14-20, Addendum 1

Date: Wednesday, March 05, 2014

To: All Prospective Vendors

From: Andrea Foren, CPPO, CPPB - 479.575.8220 - aforen@fayetteville-ar.gov

RE: Bid 14-20, Preformed Thermoplastic Pavement Markings



- 1. All items bid shall be 125 mil.
- 2. All items bid shall be white in color.



PERRY JOHNSON REGISTRARS, INC.

Certificate of Registration

Perry Johnson Registrars, Inc., has assessed the Quality Management System of:

Swarco Industries, Inc.

270 Rutherford Lane, Columbia, TN 38401 United States 901 North James Campbell, Columbia, TN 38401 United States 919 North James Campbell, Columbia, TN 38401 United States

(Hereinafter called the Organization) and hereby declares that Organization is in conformance with:

ISO 9001:2008

This Registration is in respect to the following scope:

Design, Manufacture, and Distribution of Thermoplastic Pavement Marking Compounds, Foil and Rubber Backed Marking Tapes, and Spherical Glass Beads

This Registration is granted subject to the system rules governing the Registration referred to above, and the Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.

For PJR:

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR) 755 West Big Beaver Road, Suite 1340 Troy, Michigan 48084 (248) 358-3388







The use of the UKAS accreditation symbol is in respect to the activities covered by the Accreditation Certificate Number 105.

The validity of this certificate is dependent upon ongoing surveillance.

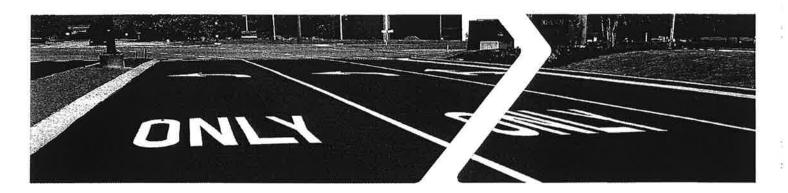
Effestive Date: August 20, 2012 Expiration Date:

August 19, 2015

Certificate No.: C2012-01439

SWARCO INDUSTRIES, INC.





PREFORMED THERMOPLASTIC

HIGH PERFORMANCE PAVEMENT MARKING LINES, LEGENDS AND SYMBOLS

SWARCO Preformed Thermoplastic is a durable pavement marking system where thermoplastic lane lines, legends and symbols are supplied pre-cut and can be easily installed without specialized equipment. Preformed thermoplastic pavement marking material combines the convenience of pre-cut markings with the performance qualities of hot applied thermoplastic.

Engineered for enhanced visibility both day and night, SWARCO preformed thermoplastic pavement markings are made with SWARCO'S brilliant glass beads which are distributed throughout the material during the manufacturing process. As the material wears down additional glass beads are exposed thus ensuring exceptional retroreflectivity during the life of the preformed thermoplastic pavement marking.



FEATURES

- Available in 90 and 125 mil thickness
- Durable long term performance provides economical investment
- Last 8 to 10 times longer than standard traffic paint
- Intermix beads provide reflectivity throughout life of the line
- · Easily installed, no specialized equipment required
- Legends and Symbols come precut to MUTCD standards
- Can be installed at temperatures down to 32°F for a longer striping season
- Environmentally friendly with zero VOC and heavy metal free pigments.

SWARCO I First in Traffic Solutions.



March 7, 2014

City of Fayetteville Purchasing Division 113 W. Mountain Room 306 Fayetteville, AR 72701

Re: Bid 14-20, Preformed Thermoplastic Markings Open Date: March 12, 2014 @2:00 p.m.

To Whom It May Concern:

Please send an itemized written bid tabulation, regardless of the outcome, for the above-referenced bid, or fax it to me at: 931-388-4039, or e-mail me at roseann.meredith@swarco.com. Enclosed is a self-addressed, stamped envelope for your convenience in replying, if there is a charge, please advise.

Thank you for your help and time. We appreciate the opportunity to bid for the City of Fayetteville.

Sincerely,

Roseann Meredith Bid Administrator

Besserm Merdetl

Enclosure





SWARCO INDUSTRIES INC.

P.O. Box 89, Columbia, TN 38402

SWARCO
PO Box 89
Columbia, TN 38402
Attn: Roseann Meredith
Bid Administrator

SWarco

City of Frey trainelle, AR

irst in Traffic Solutions



SWARCO INDUSTRIES INC.

Preformed Thermoplastic Application Instructions

Safety Precautions:

- Protective clothing, consisting of leather boots, or work boots, or work shoes, long pants, gloves, safety
 glasses or a face shield and a safety vest should be worn while applying product.
- ALWAYS WEAR HEAT RESISTANT GLOVES WHEN WORKING WITH SWARCO PREFORMED THERMOPLASTIC
- Portland cement concrete surfaces may spall when heated with the propane torch; therefore safety glasses
 must be worn when applying to cement concrete surfaces.
- Avoid all contact with the molten material and heat torch flame. If you do get molten material on your skin, flush the area immediately with plenty of water and seek medical attention. Do not attempt to pull the molten material off of your skin.

Surface Application-General Requirements:

- · Asphalt and concrete must be free of moisture, dirt, dust, and chemicals or significant oily substances.
- Concrete should be moisture free for 24 hours prior to application for best results.
- Portland cement concrete must be free of all curing compounds. Any residual salts or deicing chemicals must be removed prior to application.
- Swarco Preformed can be applied on new or old thermoplastic. When applying on old thermoplastic, scrape off any loose material. Ensure that the remaining thermoplastic surface is clean. If the old thermoplastic is oxidized (powdery surface), grind or heat it and scrape the top surface so fresh material is exposed.
- Do not apply on top of paint or cold plastic.

Temperature: Swarco Preformed Thermoplastic can be applied at ambient and surface temperatures of 32°F and rising.

Instructions for Application on Asphalt or Non-Bituminous Surfaces:

- Clean Surface: Clean intended application area thoroughly. All loose particles, sand, dust, etc. must be removed. Utilize a power blower or compressed airs if available, otherwise sweep completely.
- 2. Layout \ Pre-mark Markings: Position all connecting parts (lines, legends, or symbols) onto the pavement surface where marking will be placed. There should be no gaps between the adjoining segments. Outline/pre-mark the area where the marking will be placed using a chalk line or crayon. Check to ensure that proper layout and alignment is obtained before moving to step three. Once the marking has been traced, or the area delineated, remove the marking from the pavement.
- 3. Surface Pre-Heat Instructions: Using a magnum Heat Torch or similar heat source, utilize the pre-set pilot valve setting to get a blue flame with an orange or yellowish tip. Then squeeze the torch handle to achieve maximum output. Hold the torch nozzle 8-10 inches above the pavement. Using the torch in a circular motion, preheat the surface to a minimum temperature of 275°F. Extend the heating 3-6 inches outside of the pre-marked area. Do not attempt to preheat an area larger than 4' x 4' at any time. Properly heated asphalt should turn a deep solid black color. Note: concrete surfaces may spall when heated with the torch; therefore safety glasses must always be worn when applying onto Portland cement surfaces. Use the infrared thermometer to check the surface temperature for a minimal reading of 275°F across the entire target area.
- 4. Place Marking: Once the surface temperature of the targeted area reaches 275°F, immediately position the first segment with exposed glass beads up. Do not apply in pieces larger than 4' x 4' at any time. If using a torch similar to the Magnum, the applicator should utilize the preset pilot valve setting (do not squeeze handle) to get orange tipped flame to heat the material. Do not operate the Magnum torch at maximum output. Hold the torch so that the torch nozzle is 6-8 inches over the SWARCO Preformed Thermoplastic material. If material is splattering with the introduction of the torch, the flame is too close to the material or the pilot valve needs to lower the intensity and eliminate the splattering.







