

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
EQUIPMENT AND PROCUREMENT DIVISION
BID INVITATION**

Bid Number: Contract No. H-17-243P

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

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

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

Bid Opening Date: November 29, 2016 Time: 11:00 a.m.

Sealed bids for furnishing the commodities and/or services described below, subject to the Conditions on page 2 of Bid Invitation will be received at the above-noted mail and delivery locations until the above-noted bid opening date and time, and then publicly opened at the above-noted bid opening location. **Bids must be submitted on this form, with attachments when appropriate, or bids will be rejected. Late bids and unsigned bids will not be considered.**

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

Company Name: _____

Name (Type or Print): _____

Address: _____

Title: _____

Phone: _____ Fax: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Federal Tax ID or Social Security No.: _____

Signature: _____

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

Item No.	Description	Quantity	Unit	Unit Price	Amount
	<p>Supply Contract for furnishing to the Arkansas State Highway and Transportation Department Retroreflective Materials at pricing set forth on the attached Bid Form beginning January 1, 2017 thru December 31, 2017 with option to renew for 1 year periods upon mutual agreement of both parties.</p> <p>FOB: Maintenance Division, 11300 Baseline Rd., Little Rock, AR</p> <p>This contract does not obligate the Department to purchase any specific items or quantities at any specific time. Deliveries shall be made within 30 days after receipt of each purchase order. Payment will be made on the basis of individual orders and as promptly as possible after receipt of invoices.</p> <p>By submission of bid, bidder agrees to the conditions herein specified and, if bid is found acceptable by the Department, shall consider this bid a contract agreement bound under these conditions.</p> <p>Failure to deliver items within thirty (30) days after the receipt of any purchase order shall render the bidder (vendor) liable to the AHTD for any damage(s) resulting from the delay, and any amount(s) owed in damage(s) may be deducted from the performance bond. Sureties are liable to the extent of the performance bond. However, the bidder (vendor) shall be liable for all damage(s) including amounts in excess of the performance bond.</p> <p>Bid Bond in the amount of \$500.00 required of all bidders at time of bid opening or bid will be rejected. Personal and company checks are not acceptable as Bid Bonds. See Condition 3 on page 2 of Bid Invitation.</p> <p>Performance Bond in the amount of \$2500.00 will be required of successful bidder prior to providing goods/services. Personal and company checks are not acceptable as Performance Bonds. See Condition 3 on page 2 of Bid Invitation.</p> <p>TWO SIGNED COPIES OF BID INVITATION AND BID FORM MUST BE SUBMITTED.</p> <p>Bids and Specifications are available on-line by going to the AHTD Web Site – www.arkansashighways.com and clicking on “Commodities and Services Bids/Contracts Information”. Tabulations will also be available at this site after award of bid/contract. If you have any questions, call this office at 501-569-2667.</p>				<p align="right">TOTAL BID</p>
12-03					

STANDARD BID CONDITIONS

H-17-243P

1. **ACCEPTANCE AND REJECTION:** The Arkansas State Highway and Transportation Department (AHTD) reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the State.
2. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
3. **BID BONDS AND PERFORMANCE BONDS:** If required, a **Bid Bond** in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. **Personal and company checks are not acceptable as Bid Bonds.** Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by AHTD or fails to honor their bid. When a bidder claims and can show clear and convincing evidence that a material mistake was made in the bid and was not the bid intended, the bidder may be permitted to withdraw their bid prior to award without forfeiture of bid bond. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a **Performance Bond** in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. **Personal and company checks are not acceptable as Performance Bonds.** In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company authorized to do business in Arkansas, and must be signed by a Resident Local Agent licensed by the Arkansas State Insurance Commissioner to represent that surety company. Resident Agent's Power-of-Attorney must accompany the surety bond. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). These bonds shall not only serve to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and material until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled. In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company. Annual Bid and Performance Bonds on file with E & P Division must have sufficient unencumbered funds to meet current bonding requirements, or the bid will be rejected, unless the balance is submitted as set forth above, prior to bid opening.
4. **TAXES:** The AHTD is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the AHTD as an addition thereto, and should be added to the billing to the AHTD. The AHTD is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the AHTD.
5. **"ALL OR NONE" BIDS:** Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
6. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
7. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
8. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
9. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.
10. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of AHTD request, and free demonstrations within 30 days, unless AHTD extends time. Failure to provide as requested within this period may cause bid to be rejected. Samples, literature and demonstrations must be substantially the same as the item(s) being bid, unless otherwise agreed to by AHTD. Samples that are not destroyed will be returned upon request at bidders expense. Samples from successful bidders may be retained for comparison with items actually furnished.
11. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
12. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the AHTD, as soon as possible, of the reason for any delay and the expected delivery date. The AHTD has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
13. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by AHTD after delivery. Default in promised delivery or failure to meet specifications authorizes the AHTD to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
14. **ETHICS:** *"It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business."* (Arkansas Code, Annotated, Section 19-11-708).

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation Department (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head – EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501)569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ahtd.ar.gov

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SUPPLY CONTRACT FOR RETROREFLECTIVE MATERIALS**

CONTRACT NO. H-17-243P

BIDDER: _____

ITEM NO.	ITEM	PRICE BID PER SQUARE FOOT
1.	<u>Type III</u> A retroreflective sheeting referred to as “high-intensity” that is manufactured as an encapsulated glass-bead retroreflective material or an unmetallized microprismatic retroreflective element material. The sheeting shall have a Class 1 adhesive backing.	\$ _____
2.	<u>Type III C</u> A retroreflective sheeting referred to as “high-intensity” that is manufactured as an encapsulated glass-bead retroreflective material or an unmetallized microprismatic retroreflective element material, suitable for use on rigid substrate aluminum signs and wood barricades used in construction and maintenance work zones. The sheeting shall have a Class 1 adhesive backing.	\$ _____
3.	<u>Type VIII or Type IX</u> Unmetallized cube corner microprismatic element retroreflective sheeting with a flexible, transparent, weatherproof, smooth, outer surface. The sheeting shall have a Class 1 adhesive backing.	\$ _____
4.	<u>Type XI</u> Unmetallized cube corner microprismatic element retroreflective sheeting with a flexible, transparent, weatherproof, smooth, outer surface. The sheeting shall have a Class 1 adhesive backing.	\$ _____
5.	<u>Type VIII FL or Type IX FL</u> Unmetallized cube corner microprismatic element fluorescent retroreflective sheeting with a flexible, transparent, weatherproof, smooth, outer surface. The sheeting shall have a Class 1 adhesive backing.	\$ _____
6.	<u>Type VIII FLC or Type IX FLC</u> Unmetallized cube corner microprismatic element fluorescent retroreflective sheeting with a flexible, transparent, weatherproof, smooth, outer surface suitable for use on rigid substrate aluminum signs and wood barricades used in construction and maintenance work zones. The sheeting shall have a Class 1 adhesive backing.	\$ _____
7.	<u>ELECTRONIC CUTTABLE FILM</u> Durable, transparent, acrylic, colored film for application over retroreflective sheeting. The film shall have a protected, pre-coated, pressure sensitive adhesive backing.	\$ _____

Bidders may bid on any and/or all items. No penalty will result from failure to bid any specific item.

RETROREFLECTIVE MATERIALS PROPOSED AS MEETING SPECIFICATIONS:

Item 1 Brand		Series No.		Item 2 Brand		Series No.	
Item 3 Brand		Series No.		Item 4 Brand		Series No.	
Item 5 Brand		Series No.		Item 6 Brand		Series No.	
Item 7 Brand		Series No.					

CODE NUMBERS FOR MATERIALS BEING BID**ITEM 1 - TYPE III RETROREFLECTIVE SHEETING**

CODE NUMBER	COLOR	NORMAL SIZES
_____	White - Pressure Sensitive	18", 24", 30" x 50 yds. 36", 42", 48" x 50 yds.
_____	Yellow - Pressure Sensitive	24", 30", 36", 48" x 50 yds.
_____	Green - Pressure Sensitive	12", 18", 24", 36"x 50 yds.
_____	Red - Pressure Sensitive	24", 30" x 50 yds.
_____	Blue - Pressure Sensitive	24", 30", 36", 48" x 50 yds.
_____	Brown - Pressure Sensitive	24", 30", 36", 48" x 50 yds.

ITEM 2 - TYPE III C RETROREFLECTIVE SHEETING

CODE NUMBER	COLOR	NORMAL SIZES
_____	Orange - Pressure Sensitive	24", 30", 36" x 50 yds.

ITEM 3 - TYPE VIII OR IX RETROREFLECTIVE SHEETING

CODE NUMBER	COLOR	NORMAL SIZES
_____	White - Pressure Sensitive	24", 30", 36", 48" x 50 yds.
_____	Yellow - Pressure Sensitive	24", 30", 36", 48" x 50 yds.
_____	Green - Pressure Sensitive	24", 30", 36", 48" x 50 yds.
_____	Red - Pressure Sensitive	24", 30", 36", 48" x 50 yds.
_____	Blue - Pressure Sensitive	24", 30", 36", 48" x 50 yds.
_____	Brown - Pressure Sensitive	24", 30", 36", 48" x 50 yds.

ITEM 4 - TYPE XI RETROREFLECTIVE SHEETING

CODE NUMBER	COLOR	NORMAL SIZES
_____	White - Pressure Sensitive	24", 30", 36", 48" x 50 yds.

ITEM 5 - TYPE VIII FL OR IX FL RETROREFLECTIVE SHEETING

CODE NUMBER	COLOR	NORMAL SIZES
_____	Fluorescent Yellow Green - Pressure Sensitive	24", 30", 36", 48" x 50 yds.
_____	Fluorescent Yellow - Pressure Sensitive	24", 30", 36", 48" x 50 yds.

ITEM 6 - TYPE VIII FLC OR IX FLC RETROREFLECTIVE SHEETING

CODE NUMBER	COLOR	NORMAL SIZES
_____	Fluorescent Orange - Pressure Sensitive	24", 30", 36", 48" x 50 yds.

ITEM 7 – ELECTRONIC CUTTABLE FILM

CODE NUMBER	COLOR	NORMAL SIZES
_____	Clear - Pressure Sensitive	18", 24", 30" x 100 yds. 36", 42", 48" x 50 yds.
_____	Yellow - Pressure Sensitive	24", 30", 36", 48" x 50 yds.
_____	Green - Pressure Sensitive	18", 24", 36", 42", 48" x 50 yds.
_____	Red - Pressure Sensitive	24", 30" x 50 yds.
_____	Blue - Pressure Sensitive	24", 30", 36", 48" x 50 yds.
_____	Brown - Pressure Sensitive	24", 30", 36", 48" x 50 yds.
_____	Black - Pressure Sensitive	24", 30", 36", 48" x 50 yds.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**SPECIFICATIONS FOR SIGN SHEETING MATERIALS****1. Description**

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

Type III sheeting is a retroreflective sheeting referred to as “high-intensity” that is manufactured as an encapsulated glass-bead retroreflective material or as an unmetallized microprismatic retroreflective element material. The sheeting shall have a Class 1 adhesive backing.

Type III C sheeting is a retroreflective sheeting referred to as “high-intensity” that is manufactured as an encapsulated glass-bead retroreflective material or as an unmetallized microprismatic retroreflective element material suitable for use on rigid substrate aluminum signs and wood barricades used in construction and maintenance work zones. The sheeting shall have a Class 1 adhesive backing.

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

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

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

Type VIII FLC or Type IX FLC sheeting is a unmetallized cube corner microprismatic element fluorescent retroreflective sheeting with a flexible, transparent, weatherproof, smooth, outer surface suitable for use on rigid substrate aluminum signs and wood barricades used in construction and maintenance work zones. The sheeting shall have a Class 1 adhesive backing.

Electronic Cuttable Film is a durable, transparent, acrylic, colored film for application over retroreflective sheeting. The film shall have a protected, pre-coated, pressure sensitive adhesive backing.

Retroreflective sheeting materials of the types specified shall comply with all applicable requirements of Section 718 of “Standard Specifications for Construction of Road and Bridges on Federal Highway Projects, 1996” (FP-96) and “Standard Specification for Retroreflective Sheeting for Traffic Control” (ASTM D 4956-13). Retroreflective sheeting materials shall have completed the full 3 year cycle of testing with the National Transportation Product Evaluation Program (NTPEP).

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

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

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

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

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

2. General Characteristics and Packaging

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

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

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

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

3. Sampling and Testing

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

4. Performance Requirements & Obligations

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

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

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

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

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

TABLE I

<u>Type III</u>	85% of retroreflective values listed in ASTM D 4956-13, Table 4, after 7 years. 80% of retroreflective values listed in ASTM D 4956-13, Table 4, after 10 years.
<u>Type III C</u>	80% of retroreflective values listed in ASTM D 4956-13, Table 4, after 3 years.
<u>Type VIII</u>	85% of retroreflective values listed in ASTM D 4956-13, Table 8, after 7 years. 80% of retroreflective values listed in ASTM D 4956-13, Table 8, after 10 years.
<u>Type IX</u>	85% of retroreflective values listed in ASTM D 4956-13, Table 9, after 7 years. 80% of retroreflective values listed in ASTM D 4956-13, Table 9, after 10 years.
<u>Type XI</u>	85% of retroreflective values listed in ASTM D 4956-13, Table 10, after 7 years. 80% of retroreflective values listed in ASTM D 4956-13, Table 10, after 10 years.
<u>Type VIII FL</u>	80% of retroreflective values listed in ASTM D 4956-13, Table 8, after 10 years. 60% of luminance factor values listed in ASTM D 4956-13, Table 2, after 10 years.
<u>Type IX FL</u>	80% of retroreflective values listed in ASTM D 4956-13, Table 9, after 10 years. 60% of luminance factor values listed in ASTM D 4956-13, Table 2, after 10 years.
<u>Type VIII FLC</u>	50% of retroreflective values listed in ASTM D 4956-13, Table 8, after 3 years. 60% of luminance factor values listed in ASTM D 4956-13, Table 2, after 3 years.
<u>Type IX FLC</u>	50% of retroreflective values listed in ASTM D 4956-13, Table 9, after 3 years. 60% of luminance factor values listed in ASTM D 4956-13, Table 2, after 3 years.

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

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

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

5. Technical Assistance Requirements

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

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

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

6. Warranty

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

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

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

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