

## **Specific Terms and Conditions**

### **Purpose:**

The purpose of this TITB (Transportation Invitation to Bid) is to establish a Statewide Reflective Pavement Marker and Adhesive MA. This MA will only be used by the Alabama Department of Transportation, through the Model Procurement Act.

### **Award:**

This MA consists of two groups. Each group will be single awarded to the lowest responsible bidder. ALL line items for the group must be bid in order to receive award.

### **Bid submission instructions:**

Bids must be submitted to [bids@dot.state.al.us](mailto:bids@dot.state.al.us) by 5:00pm on the date listed on the ALDOT website.

### **Contract period:**

Establish a 12-month contract with an option to extend for a second, third, fourth, and fifth 12-month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12-month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12-month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12-month period.

**Indemnity:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, Eligible Users, and the State of Alabama from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Division, Eligible Users, or the State of Alabama. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

### **Non-appropriation of funds:**

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

### **Proration:**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

### **Quantity:**

The exact quantity of each item is unknown. The Department of Transportation does not guarantee the State will buy any amount. Orders will be placed by the agency as needed and they will be given complete shipping instructions.

### **Quote Requirement:**

All quotes shall include the unit price for all line items in each group. An awarded vendor may offer volume discounts for large quantity purchases.

**Volume Discounts:**

Volume Discounts are allowed with the provision that any purchasing entity that purchases the equivalent volume be offered the same discount. The State will not file for rebates; the vendor must offer and bill the net discounted price for any applicable offerings.

**Requested information:**

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

**General Requirements:**

Traffic Marking Materials shall be on the Alabama Department of Transportation (ALDOT) “List of Qualified Materials, Sources, and Devices”, Qualified Traffic Control Materials, List V-2 – Permanent Pavement Markers, Temporary Pavement Markers, marker Adhesives, Delineators and Hazard Markers, List IV-3 – Temporary Traffic Marking Materials, List IV-4 – Permanent Traffic Marking Materials, and List V-5 – Reflective Paint for Object Safety Markings.

Traffic Marking Materials shall meet criteria in the ALDOT Standard Specifications for Highway Construction latest edition, Section 856 – Traffic Marking Material, Section 857 – Temporary Traffic marking materials, and Section 882 – Pavement Markers.

Traffic Marking Materials shall meet criteria in the ALDOT Special and Standard Highway Drawings, latest edition.