Invitation to Bid on
ROAD STRIPING AND PAVEMENT MARKING SERVICES

The Greater Portland Council of Governments (GPCOG), acting on behalf of various municipalities located in Southern Maine, is seeking bids for road striping services.

This bid proposal package consists of the following sections:

- General Terms and Conditions (p. 3)
- Bid Specifications (p. 7)
- Work Standards and Paint Specifications (p. 14)
- Assurances (p. 22)
- Reporting Contact (p. 23)
- Municipal Contacts (p. 24)
- Estimated Needs (p. 25)

**BIDDERS PLEASE NOTE: IN ADDITION TO A ONE (1) YEAR CONTRACT, THIS INVITATION INCLUDES AN OPTION FOR A THREE (3) YEAR CONTRACT WITH OPTION TO EXTEND FOR UP TO TWO (2) ADDITIONAL ONE (1) YEAR TERMS. BIDDERS MAY SUBMIT PROPOSALS FOR EITHER OR BOTH. PARTICIPANTS WILL SELECT THE OPTION THAT BEST MEETS THEIR REQUIREMENTS.**

All bids shall be submitted on the Proposal Forms included with this bid document. Bids are to be submitted enclosed in sealed envelopes marked "Road Striping Bid" and delivered to:

GPCOG
Attn: Cooperative Purchasing
970 Baxter Boulevard, Suite 201
Portland, ME 04103

Bids can also be emailed to tplante@gpcog.org with either a request to confirm receipt via email or a “read receipt” attached to the email submission.

Bids will be opened at
11:00 am
Wednesday, March 18, 2020
ATTENTION BIDDERS:

PLEASE READ ALL SPECIFICATIONS AND REQUIREMENTS CAREFULLY AS CHANGES, ADDITIONS OR DELETIONS TO THIS BID MAY HAVE BEEN MADE.

GPCOG AND THE PARTICIPANTS IN THIS BID ASSUME NO RESPONSIBILITY FOR FAILURE OF BIDDERS TO CAREFULLY REVIEW THIS INVITATION TO BID.
GPCOG COOPERATIVE SERVICES
GENERAL TERMS AND CONDITIONS

The Greater Portland Council of Governments (GPCOG) is a regional service and planning agency located in Cumberland County, Maine that is acting in a limited manner on behalf of Participants in this bid. Representations made in this invitation are based on information from the Participants. GPCOG will have full authority from the Participants to supervise the performance of contractors under this bid.

1. **SUBMISSION OF BIDS**

   Bids must be submitted on the forms included with this bid package.

   Bidders should understand that the submission of a bid represents an offer that may be accepted in whole or in part by the Participants. The acceptance of a bid either in whole or in part constitutes the formation of a Contract.

   A bid may not be withdrawn after the date and time of bid opening and no bids will be accepted after the deadline.

   1. Bids may be mailed or hand delivered in a sealed envelope to the GPCOG office. (Bids will NOT be accepted via fax.)
   2. Bids may be emailed to tplante@gpcog.org with either a request to confirm receipt via email or a “read receipt” attached to the email submission.

2. **NEEDS OF PARTICIPANTS**

   The estimated needs of the Participants are aggregated for bidders’ use in estimating the amount of work to be done under this contract. In addition, estimated needs by individual municipality are also provided for reference. Under no circumstances should bidders assume that these estimates represent the exact amount of work to be done. Bidders requiring more information than what is provided should contact the individual towns or agencies for clarification of scope of work, and no consideration will be granted for any alleged misunderstanding of the product or service to be sold and/or delivered.

3. **PRICES**

   GPCOG is seeking offers as a cooperative bid to obtain the most favorable prices for the Participants. Contractors shall include in their offers any and all discounts, trade or otherwise.

   The Participants are exempt from the payment of Federal and State sales taxes and prices shall be exclusive of any such taxes. All prices are to be net, with all discounts including but not limited to discounts for trade and time, reflected in the offered price. **All prices are to include the cost of delivery and other associated charges.** No other charges shall
be permitted if not disclosed in the Contractor’s bid submission. All prices shall be firm until the end of the contract period.

4. PARTICIPANTS
The list of municipalities and agencies submitting estimated needs presented in a bid package is provided to give bidders an indication of those interested in purchasing through this bid. No guarantees are made, however, that all of the Participants listed will participate. In addition, other entities not listed in this bid but who may wish to take advantage of the prices offered through this bid may do so without penalty or prejudice, subject to the approval of GPCOG.

5. INSURANCE
Contractors shall be required to have during the full term of this contract adequate insurance to ensure that Participants are protected from any and all liability and damage, whether willful or not, resulting from negligence, error or omission on the part of Contractor or any subcontractor engaged by Contractor. Such coverage may include, but shall not be limited to, Workers Compensation, Employer Liability, Product Liability, Comprehensive and Property Damage.

**All bidders must furnish a Certificate of Insurance with their bid.** Failure to provide proof of insurance coverage may result in automatic rejection of bid.

If the Contractor is the successful bidder on the three (3) year plus optional extension alternative, a Certificate of Insurance must be provided at least thirty (30) days before the start of each successive contract year after the initial year, and/or at least thirty (30) days before the expiration date of any required insurance coverage.

6. BID AWARDS
Bid awards are made on the basis of a combination of considerations—price, service, contractor reputation, prior performance, and ability to meet the terms of this Contract. Bidders should understand that although price is an important consideration, it is not the sole determining factor in making any GPCOG bid award.

GPCOG reserves the right to accept or reject any or all offers, cancel the request for offers and to submit another request for offers, whichever is in its best interests.

7. SUBLetting
Contractors shall not assign, transfer, convey, sublet or otherwise dispose of its Contract or its right, title, or interest therein to any other person, firm or corporation without prior consent of GPCOG or the Participants. In no case shall any such consent relieve the Contractor from its obligations or change any of the terms of the Contract.
8. REPORTING
The Contractor must provide a report to GPCOG by May 16, 2021 that includes an itemized account of work performed in each community, the unit price for each item, and the total sale made to each Participant in the bid.

Reports are to be submitted to:

Tony Plante, Director of Municipal Collaboration
Cooperative Purchasing Program
970 Baxter Boulevard, Suite 201
Portland, ME 04103
tplante@gpcog.org

Contractors may send a copy of each invoice sent to each Participant in this bid to GPCOG in lieu of these required sales reports, as long as the invoice includes an itemized account of work performed in each community, the unit price for each item, and the total sale made to each Participant in the bid.

If the required information is not received by May 16, 2021, GPCOG reserves the right to prohibit the Contractor from participating in future bids.

9. BID PERFORMANCE
The Contractor agrees to bear all costs incurred by the GPCOG or the Participants arising from the failure of the Contractor through omission or commission to comply with all Federal, State, and local statutes, regulations, ordinances or rules. The Contractor further agrees to hold GPCOG and the Participants harmless and to indemnify GPCOG and the Participants for these costs as well as all costs of collection, including but not limited to reasonable attorneys' fees.

If the Contractor/contractor fails to fulfill its obligations under this Contract and on time, or otherwise violates any provision of this Contract, the Participants may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied on as cause for termination. The Participants shall pay the Contractor fair equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Participants may collect damages, including costs of collection and reasonable attorney fees.

It is expected that once a bid award or awards are made and Participants have been notified of such award(s), the primary relationship in this bid shall be between awarded bidder(s) and Participants. GPCOG shall retain a secondary relationship with respect to problems arising out of the primary relationship.
Except as may be provided elsewhere in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by GPCOG, who shall mail or otherwise furnish its decision to the Contractor. The decision of GPCOG shall be final.

10. **CONTRACTOR FEES**
Each contractor will be charged 1% of the total sale for each transaction in each bid. Contractor fees will be invoiced and collected by GPCOG upon receipt of the final sales report. Late fees may be charged to any contractor failing to pay the fee with 30 days of the invoice.

11. **EQUAL OPPORTUNITY**
GPCOG and the Participants named in this bid are equal opportunity employers and shall not discriminate against an applicant as to race, creed, age, sex, sexual preference, disability, national origin, religion, veteran status, political affiliation or any other basis prohibited by law. Contractors and contractors or their agents doing business with GPCOG and its members shall not violate the above clause or the Civil Rights Act of 1964. Violations by contractors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract.

Many of the Participants in the GPCOG Cooperative Services Program have adopted Minority Business Enterprise DBE/WBE Programs. These programs either mandate minimum DBE/WBE participation in individual procurements or have established DBE/WBE participation goals for the purchasing departments. It is incumbent upon all participating jurisdictions to be aware of a lead jurisdiction’s DBE/WBE program (if any) and to include their own program (if any) in a cooperative purchase as required by their own purchasing policies and procedures.

12. **ADDITIONAL INFORMATION**
Bidders needing more information than is found in these specifications should contact GPCOG:

   Tony Plante
   Cooperative Purchasing Director
   207-774-9891 Extension 216 ortplante@gpcog.org
1. **SCOPE OF WORK**

   **A. Contractors’ Responsibility**
   The Contractor will provide and manage all engineering, labor, material, and equipment to complete all pavement markings. Neither the bid Participants nor GPCOG will perform any of the work. All work by the Contractor is to comply with all Federal, State, and local statutes, regulations, ordinances, rules or permitting requirements including, but not limited to, the specifications of the manual for Uniform Traffic Control, U.S. Department of Transportation, Federal Highway Administration, and the State of Maine Department of Transportation.

   The Contractor shall supervise and direct the work, using their best skill and attention. The Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and for coordinating all portions of the work under the Contract.

   The Contractor shall be responsible to the Participants for the acts and omissions of its employees, subcontractors and their agents, and other persons performing any of the work under the Contract.

   **B. Labor and Materials**
   The Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the work. The Contractor shall enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned to that person.

   **C. Taxes**
   The Contractor shall pay all sales, consumer, use, and other similar taxes for the work or portions thereof provided by the Contractor, which are legally enacted at the time that offers are received, whether or not yet effective.
D. Permits, Fees, and Notices
The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections required for the completion of the work.

Each Contractor, before submitting an offer, shall become completely informed of the required work, and shall rely on its own investigation of the pavement marking needs and sites upon which work will be done. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done.

All bids shall be prepared and submitted in sufficient detail to permit thorough and complete evaluation by GPCOG and the Participants. All subcontracted items must be clearly identified including the name and address of proposed subcontractors.

2. WORK COMPLETION
A work completion date for each municipality is listed below. *Without exception, bidders must schedule work so that the completion dates are met within each community.*

Bidders must also schedule work on consecutive days so that once a Town’s work has begun, the Contractor is required to complete all of the work before moving on to another Town, whether included in this bid or outside of this bid.

Some work may be done in communities included in this bid only if directly adjacent to another participating community and only IF the Director in the Town where the work started agrees and it makes the Contractor’s work more efficient.

Contractor shall make allowances for rain or inclement weather that prevents work.

**WORK SCHEDULE:**

Work shall be completed by the deadlines listed below (if the communities choose to participate in this bid):

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Required Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bath</td>
<td>5/22/2020</td>
</tr>
<tr>
<td>Casco</td>
<td>6/30/2020</td>
</tr>
<tr>
<td>Durham</td>
<td>9/1/2020</td>
</tr>
<tr>
<td>Freeport</td>
<td>6/12/2020</td>
</tr>
<tr>
<td>Gorham</td>
<td>10/31/2020</td>
</tr>
<tr>
<td>Pownal</td>
<td>7/1/2020</td>
</tr>
<tr>
<td>South Portland</td>
<td>6/15/2020</td>
</tr>
</tbody>
</table>
The contract period for this bid shall be either:

- one year from award date, or
- three (3) years from the award date with option for as many as two (2) one (1) year extensions at the Participant’s discretion.

Contractors awarded bids will perform work under this invitation and at their bid prices as required by Participants.

Upon acceptance of the Contractor's offer by the Participants, the Contractor shall submit to GPCOG an estimated progress schedule no later than two weeks after being advised of the acceptance of its offer.

The Contractor shall contact the Public Works Director of each participating community at least seven (7) days prior to commencing work in the community, and shall coordinate the scheduling of the work with the Director. Any deviation from the agreed-upon work schedule or completion date shall be specifically approved by the Public Works Director of the community involved.

3. **CLEAN UP**
   The Contractor shall confine operations at each site to areas subject to permits, ordinances, regulation, or law, and shall not unreasonably encumber the site with any materials or equipment.

   The Contractor shall keep the premises free from the accumulation of waste materials or rubbish caused by its operations at all times. At the completion of the work for each site, the Contractor shall remove all its waste materials and rubbish from the site, as well as its tools, equipment, machinery, and surplus materials.

   If the Contractor fails to clean up each site at the completion of its work, the Participants, on their own or through GPCOG, may do so and/or hire someone else to do so, and the Contractor shall pay the costs, including the costs for collection and reasonable attorneys’ fees for the Participants.

   The Participants reserve the right to reduce payment by the amount of costs they incur pursuant to this section.

4. **PROTECTION OF PERSONS AND PROPERTY**
   The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
• All employees and others on or near the work site.
• Materials and equipment, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its subcontractors.
• Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of work.

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property of their protection from damage, injury, or loss.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall be responsible for necessary traffic control, and if requested by the municipality, flaggers must be used to safely control traffic in the work area.

The Contractor shall promptly remedy all damages or loss to property of anyone caused in whole or in part by the Contractor, its representatives, agents, employees or subcontractors, regardless of fault. Failure of the Contractor to remedy the damage or loss promptly shall entitle the Participants, on their own or through GPCOG, to remedy the damage or loss, and to obtain reimbursement for said costs of remediing, and to obtain all costs of collection for reimbursements including, but not limited to, attorneys' fees directly from the Contractor, or by reducing payment by the amount of damage costs caused by the Contractor.

5. TESTING
The Public Works Directors may conduct random tests to assure proper paint and bead thickness. Any area found to be failing this test will be repainted at the Contractor’s expense, or an amount mutually agreed upon by contractor and Participant will be deducted from the corresponding invoice. It shall be the responsibility of the Director to arrange testing for paint thickness and bead quantity to meet the specifications of this bid. The Participant will cover any costs for tests unless the test fails, in which case the contractor will be responsible for payment.

6. PROVISION AND OWNERSHIP OF MATERIALS
Contractor shall provide Participants with all relevant literature, manuals, documents, and warranties for materials used.
Any blueprints or other items prepared or furnished for the completion of this contract shall be the property of the Participants and, unless otherwise specifically released, shall be returned to the Participants upon request.

7. **WARRANTIES**
The Contractor shall expressly represent, warrant, and agree that all goods, equipment, machinery, materials, services, or work provided or performed relative to this Contract will:

   A. Conform in all respects to the specifications in this Contract.
   B. Be fit for the purpose or purposes of intended use.
   C. Conform to all applicable local, State, and Federal laws and regulations.
   D. Be new, of good quality, merchantable, of good workmanship, of materials best suited for the intended purposes, and free from defects of any kind or nature whatsoever.

8. **INDEMNIFICATION**
The Contractor shall indemnify and hold harmless the Participants, GPCOG, and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the work. This indemnification extends to all costs and all attorneys' fees incurred by the Participants.

9. **PERFORMANCE BOND**
All bidders must be bondable. A Performance Bond in an amount equal to the estimated value of this bid and issued by a bonding company licensed to do business in the State of Maine shall be furnished to GPCOG upon request.

10. **NOTICE OF ACCEPTANCE**
The Contractor will be notified in writing by GPCOG of the acceptance of its offer in whole or in part, by the Participants within ten (10) business days of when it has been accepted.

11. **TERMINATION FOR DEFAULT OR CAUSE**
If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of this Contract, the Participants may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied on as cause for termination. The Participants shall pay the Contractor fair equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination, and the site owner may collect damages including costs of collection and reasonable attorneys' fees.
Participants may, upon seven days' written notice to the Contractor, terminate the Contract for cause if the Contractor:

- is adjudged bankrupt, or makes a general assignment for the benefit of its creditors;
- has a receiver appointed on account of insolvency;
- persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials;
- to make prompt payment to subcontractors or for materials or labor;
- persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
- is otherwise culpable of a substantial violation of a provision of the Contract.

Participants may arrange to finish the work by whatever method is deemed most expedient and Contractor shall not be entitled to receive any further payment.

12. PAYMENT
The Participants shall make payment in full after completion, inspection, and acceptance of the work. Invoices shall be furnished in the number of copies required by the Participants to ensure prompt payment. The Participants shall have thirty (30) days following the receipt of acceptable invoices.

Each Contractor shall submit a copy of each invoice sent to each Participant in this bid to GPCOG at the following address:

Tony Plante, Director
GPCOG Cooperative Purchasing
970 Baxter Boulevard, Suite 201
Portland, ME 04103
tplante@gpcog.org

Invoices will be accepted in lieu of the sales reports required by this bid only if the invoice includes an itemized account of work performed in each community, the unit price for each item, and the total sale made to each Participant.

If this information is not received by May 16, 2021 (up to 2025, depending on the contract option exercised), GPCOG reserves the right to restrict the Contractor from participating in any future bids.

13. QUALIFICATIONS
Each Contractor shall submit with its offer the following information to GPCOG:
• For long lines, a list of striping machines, vehicles, or other major equipment to be used in performance of the work, and rated output expressed in terms of linear feet per hour for various line types,

• For markings and hand work, a list of striping machines, vehicles, or other major equipment to be used in performance of the work, and rated or expected output for each in terms of markings per hour for the various types

• The number of years that work of a similar nature has been performed by the Contractor under the present business name,

• A list of three references for completed jobs that are similar in scope to the work to be performed under this Contract.

The Contractor shall submit the names, contact information, references, and letters verifying the commitment of any and all subcontractors proposed to be used in the performance of any work under this invitation to bid. Lists of machines, vehicles, and other major equipment to be used in performance of the work shall be required for any and all subcontractors as for the Contractor, listed above.

In accordance with paragraph 7 of the General Terms and Conditions of this invitation to bid, Contractors shall not assign, transfer, convey, sublet or otherwise dispose of its Contract or its right, title, or interest therein to any other person, firm or corporation without prior consent of the Participants. In no case shall any such consent relieve the Contractor from its obligations or change any of the terms of the Contract.

14. SPLIT BID

GPCOG reserves the right to split the award of this bid between road striping contractors if it deems appropriate.
WORK STANDARDS AND SPECIFICATIONS

A. FAST DRY WATERBORNE TRAFFIC PAINT

1. WORK STANDARDS

The following statements represent minimum standards for the execution of the work.

A. Paint shall be of a high quality, not be diluted and shall have an applied minimum thickness of 16-18 mils. In the event that testing proves that the mil requirement is not met, the Contractor shall re-stripe those areas proven to be deficient at no additional cost to the Participant.

B. A centerline truck mounted unit is required and shall be manufactured by a commercial company and shall be capable of:

1. Applying more than one line simultaneously.

2. Having a minimum 400-gallon material capacity.

3. Applying reflectorized beads (9 lbs. per gallon), under pressure, to the painted line.

4. The truck-mounted unit shall have a working meter that is capable of recording the actual amount of linear feet striped. Approximations by the contractor will not be acceptable and, in the event of discrepancies in the number of feet striped the contractor, at the discretion of the municipality, may not be entitled to payment for unmetered work.

C. Safety vehicles accompanying the line striper will consist of two vehicles with flashing beacons, with the last vehicle having a flashing directional arrow. All vehicles will display signs indicating line painting in progress.

D. The material for centerline marking will be of a Maine specification for Fast Dry Waterborne Traffic Paint and shall dry to a no tracking condition in 75 seconds or less. The line will be protected by safety vehicles and will have NO run overs or tracking.

E. All handicap symbols shall be of standard State of Maine size unless otherwise requested by a Participant.

F. The crosswalks, curbing, and arrows will also be accomplished by applying the material with a standard manufactured machine by a reputable company.

1. The crosswalk and stop line markings will be 12" wide and will be reflectorized using 4.5 lbs. of glass beads per gallon.
2. Any required curbing will be either hand sprayed or sprayed by machine and reflectorized.

G. Walk-behind cart applicators shall be capable of uniform application of striping material at walking speeds, following straight lines and making tight turns symbols and legends. Mobile equipment must be available to air blast the areas immediately prior to hand cart application. The walk-behind cart shall be capable of applying the liquid binder and immediately dropping the glass beads in a single pass at walking speeds.

H. Moisture: The markings shall only be applied during conditions of dry weather and when the pavement surface is dry and free of moisture.

J. Air Temperature: The markings shall only be applied when road and air temperatures are above 50°F and rising and expected to be >50°F for a minimum of 4 - 6 hours after application. The overnight temperatures must not fall below 35°F.

2. **SCOPE**
   
   This specification describes 100% acrylic type, low VOC, fast drying, white and yellow waterborne traffic paints that can be used on bituminous and Portland cement concrete pavements. **The Municipal official responsible for the execution of this work must specifically approve the use of any other paint not specified in this Invitation to Bid.**

   **ALL PAINT PROPOSED TO BE USED IN THE COMPLETION OF THIS CONTRACT MUST BE OF THE HIGHEST QUALITY.**

   **ALL PAINT AND MATERIALS TO BE USED FOR PAVEMENT MARKINGS SHALL BE SUBMITTED TO THE DIRECTOR OF PUBLIC WORKS, UPON REQUEST, FOR APPROVAL PRIOR TO APPLICATION.**

3. **APPLICABLE SPECIFICATIONS AND REQUIREMENTS.**
   
   The paint shall be formulated and processed specifically for service as a binder for beads, in such a manner as to produce maximum adhesion, refraction, and reflection. Any capillary action of the paint shall not be such as to cause complete coverage of the beads.
   
   The paint shall be well mixed in the manufacturing process and shall be properly ground when incorporating the pigments in order to conform to the requirements as specified.
   
   The paint shall not liver, thicken, curdle, gel, settle excessively, or otherwise show any objection properties while in storage and in use. It shall be readily re-mixed manually to smooth, uniform consistency throughout and during application.
The paint shall dry on a road surface to a strongly adherent film that will not turn dark in sunlight or show appreciable discoloration with age. It shall be easily and uniformly applicable with mechanical line-marking equipment and shall have excellent covering properties. The paint shall be suitable for binding glass beads so as to produce a highly weather and wear resistant traffic line.

4. **APPLICATION**
   This paint must be reflectorized for night visibility by adding reflective spheres before the paint dries or sets, by using drop-on pressurized methods. The reflective spheres shall be evenly dispersed on wet paint film of 16-18 mils (110-115 square feet per gallon) at a rate of 9 pounds per gallon.

5. **COMPOSITION**
   The composition of the white paint shall comply with the following:

   The binder shall be 100% acrylic, as determined by infrared analysis according to ASTM D2621. It shall consist of either Rohm Haas Fastrack 3427, or Dow DT-250 or an equivalent.

<table>
<thead>
<tr>
<th>Component</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Titanium Dioxide (ASTM D1394), Rutile Type II</td>
<td>1 lb./gal. Min.</td>
</tr>
<tr>
<td>Pigment (ASTM D3723) by weight</td>
<td>58% Min. 62% Max.</td>
</tr>
<tr>
<td>Total non-volatile (ASTM D2697)</td>
<td>76% Min. by weight</td>
</tr>
<tr>
<td></td>
<td>62% Min. by vol.</td>
</tr>
<tr>
<td>Total non-volatile in vehicle</td>
<td>42% Min. by weight</td>
</tr>
<tr>
<td>Lead (ASTM D3335)</td>
<td>0.06% Max.</td>
</tr>
<tr>
<td>VOC (ASTM D3960)</td>
<td>1.25 lb./gal. (150 g/l) Max.</td>
</tr>
<tr>
<td>Weight per gallon (ASTM D1475)</td>
<td>14.0 +/- 0.3 pounds</td>
</tr>
<tr>
<td>pH of paint</td>
<td>9.6 Min.</td>
</tr>
</tbody>
</table>

   The paint shall be rated as non-combustible. The closed cup flash point shall not be less than 140° F.

   The composition of the yellow paint shall comply with the following:

   The binder shall be 100% acrylic, as determined by infrared analysis according to ASTM D2621. It shall consist of either Dow DT-250 or Rohm Haas Fastrack 3427, or an equivalent. The yellow pigment shall be Yellow #65 or Yellow #75.

<table>
<thead>
<tr>
<th>Component</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Titanium Dioxide (ASTM D1394), Rutile Type II</td>
<td>.2 lb/gal. Min.</td>
</tr>
<tr>
<td>Pigment (ASTM D3723) by weight</td>
<td>58% Min. 62% Max.</td>
</tr>
<tr>
<td>Total non-volatile (ASTM D2697)</td>
<td>76% Min. by weight</td>
</tr>
<tr>
<td></td>
<td>62% Min. by vol.</td>
</tr>
<tr>
<td>Total non-volatile in vehicle</td>
<td>42% Min. by weight</td>
</tr>
</tbody>
</table>
Lead (ASTM D3335) 0.06% Max.
VOC (ASTM D3960) 1.25 lb./gal. (150 g/l) Max.
Weight per gallon (ASTM D1475) 13.6 +/- 0.3 pounds
pH of paint 9.6 Min.
The paint shall be rated as non-combustible. The closed cup flash point shall not be less than 140° F.

6. **DETAILED REQUIREMENTS**
   a. **Viscosity.** The paint viscosity shall not be less than 78 nor more than 95 Krebs units at 77°F when tested according to ASTM D562.
   b. **Condition in Container.** The paint shall show no livering, skinning, mold growth, putrification, corrosion of the container, or hard settling of the pigment. Any settling shall be readily dispersed when stirred by hand with no persistent foaming.
   c. **Grind.** The fineness of grind shall not be less than 2 N.S.U. when tested according to ASTM D1210.
   d. **Drying Time.** The paint shall dry in not more than 10 minutes at 77 degrees F when tested according to ASTM D711 and drawn down to a wet film thickness of 16-18 mils.
   e. **Color.** The white traffic paint shall match Federal Test Standard 595 No. 37886. It shall not discolor in sunlight and shall maintain its light fastness throughout the life of the paint (approximately two years). For yellow the color shall closely match Federal Test Standard 595 No. 33538. Color determination shall be made without bead at least 24 hours after application.
   f. **Flexibility.** The paint shall show no cracking or flaking when tested in accordance with Federal Specification TT-P-1952D, Section 4.5.5., using a ½” mandrel bend.
   g. **Dry Opacity.** The paint shall have a minimum contrast ratio of 0.96 when applied at a wet film thickness of 5 mils when testing according to ASTM D2244.
   h. **Daylight Reflectance.** The daylight directional reflectance of the white paint shall not less than 85% and not less than 50% for yellow (relative to magnesium oxide) when measured in accordance with Federal Test Method No. 141c.
   i. **Bleeding.** The paint shall have a minimum bleeding ratio of 0.97 when tested in accordance with Federal Spec. TT-P-1952D.
   j. **Scrub Resistance.** The paint shall pass 300 cycles when tested in accordance with ASTM D-2486.
   k. **Freeze-Thaw Stability.** The paint shall show no change in consistency greater than 10% when tested in accordance with TT-P-1952D.
   l. **No Track Time.** The paint shall dry to a no tracking condition in 75 seconds or less. The no tracking condition shall be determined by actual application on the pavement at a wet film thickness of 16-18 mils (381 microns) with white or yellow paint covered with glass beads at a rate of 9 lbs. per gallon.
   m. All paint used for work performed under this bid shall conform to these specifications and to any other State of Maine Department of Transportation Specifications for White and Yellow Fast Dry Waterborne Traffic Paint.
B. DURABLE RECESSED TAPE

1. MATERIALS

Preformed pavement markings shall be certified by the manufacturer as capable of meeting the following minimum initial retro-reflectivity levels:

<table>
<thead>
<tr>
<th>Standard</th>
<th>White</th>
<th>Yellow</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASTM E1710 (Dry)</td>
<td>500 mcd/lux/m²</td>
<td>300 mcd/lux/m²</td>
</tr>
<tr>
<td>ASTM E2177 (Wet Recovery)</td>
<td>250 mcd/lux/m²</td>
<td>200 mcd/lux/m²</td>
</tr>
<tr>
<td>ASTM E2832 (Wet Continuous)</td>
<td>200 mcd/lux/m²</td>
<td>175 mcd/lux/m²</td>
</tr>
</tbody>
</table>

*Observation Angle = 1.05⁰, Entrance Angle = 88.8⁰

Material certifications shall be provided to the Engineer prior to installation.

2. CONSTRUCTION METHODS

a. Installation of Groove

Contractor shall refer to and follow the manufacturer’s instructions for the installation and preparation of grooves for application of durable recessed tape (ex. 3M™ Information Folder 5.18 Grooving Applications or the equivalent) and the following:

Prior to cutting out the grooves for all recessed lines, the Contractor shall use a chalk line or other suitable method to layout the proposed pavement markings on the surface course so that the Engineer can inspect the locations. Once the Engineer has inspected and approved the proposed striping layout, the grooves for the proposed pavement markings may be cut.

Groove position shall be a minimum of 3 inches from the edge of the pavement marking to any longitudinal pavement joints. The groove shall not be installed on bridge joints, on drainage structures, or in other areas identified by the Town. The groove shall not be installed continuously for intermittent pavement markings, but only where markings are to be applied.

The use of gang stacked diamond cutting blades to grind a smooth square slot is required for producing all grooves. The spacers between blade cuts shall be such that there will be less than a 10 mil rise in the finished groove between the blades.

The diamond grinder shall have an articulating head so that the slots are installed correctly on grades and super elevated sections.

Grooves that are ground deeper or wider than the specified allowable limits shall be repaired per the direction of the Engineer at no additional cost. Grooves that are ground too shallow, too narrow, or with unacceptable rises between blade...
cuts shall be reground to the correct size, depth, and surface finish at no additional cost. Slots ground out of alignment shall be patched using an approved method and materials.

Grooves shall be 2 inch ± ¼ inch wider than the pavement marking material. Groove depth shall be 175 mils ±5 mils, unless otherwise approved by the Engineer. Depth shall be consistent across the full width of the groove. Depth plates shall be provided by the Contractor to the Engineer to assure that desired groove depth is achieved.

Grooves shall be clean, dry and free of laitance, oil, dirt, grease, paint or other foreign contaminants. Shrouds and a vacuum apparatus shall be included as part of the grinder to remove larger pieces of pavement that are ground out. If water is used to clean the groove or the grooving process takes place during rainfall, a minimum of 24 hours of dry time is required prior to the placement of pavement markings.

After the depth, width, length, and surface condition has been approved by the Engineer, an air lance shall be used to remove fine particles from the groove. Air compressors shall initially be blown out away from the application area to prevent compressor condensation build-up from entering the groove. The Contractor shall prevent traffic from traversing the grooves and re-clean grooves, as necessary, prior to application of pavement markings at no additional cost to the Department.

b. **Installation of Preformed Pavement Markings**

Installation of the preformed pavement markings shall conform to the Manufacturer’s specifications. Ambient and Road temperature minimum of 40F, there should be no precipitation events 24 hours before application. Dew or frost cannot be present.

SPA-60 primer application is required per the Manufacturer’s specifications, it shall be applied at no additional cost.
USE OF ANY MATERIALS THAT DO NOT CONFORM TO THESE WORK STANDARDS CONSTITUTES A MATERIAL BREACH OF THE CONTRACT, WHICH MAY, IN THE DISCRETION OF THE MUNICIPALITIES, RESULT IN TERMINATION OF THE CONTRACT AND/OR REMOVAL OF THE MATERIAL AT ONCE BY THE CONTRACTOR AT CONTRACTOR’S EXPENSE. IF THE CONTRACTOR FAILS TO REMOVE THE MATERIALS, THE PARTICIPANTS, ON THEIR OWN OR THOUGH GPCOG, MAY DO SO OR HIRE SOMEONE ELSE TO DO SO, AND THE COSTS TO THE PARTICIPANT SHALL BE PAID BY THE CONTRACTOR. THE MUNICIPALITIES RESERVE THE RIGHT TO REDUCE PAYMENT BY THE AMOUNT OF COSTS THEY INCUR TO REMOVE THE MATERIALS. THE CONTRACTOR ALSO AGREES TO INDEMNIFY THE MUNICIPALITIES FOR ALL COSTS INCURRED IN THE REMOVAL INCLUDING, BUT NOT LIMITED TO, COSTS OF COLLECTION AND REASONABLE ATTORNEYS’ FEES.
PLEASE RETURN ONLY THE FOLLOWING PAGES:

ASSURANCES (1 page)

REPORTING CONTACT (1 page)

BID FORM (separate attachment)
ROAD STRIPING AND PAVEMENT MARKING SERVICES BID

ASSURANCES

The undersigned agrees to:

1. Furnish the participants in this bid with products and services in accordance with the bid requirements and specifications contained herein and in quantities required by them and at prices bid from April 16, 2020 through April 15, 2021 (one year option) or April 16, 2020 through April 15, 2023 (or 2024 and/or 2025) and

2. Comply with the reporting requirements contained in this bid.

All prices quoted in the Proposal Form shall be firm for the term of the contract except as otherwise may be provided in the bid requirements.

Date: ____________________________

Company: ____________________________

Address: ____________________________

City/State/Zip: ____________________________

Telephone: __________________ Fax: __________________

E-mail address: __________________

Printed Name and Title: __________________

Signature: __________________

(Owner or authorized representative of owner)
ROAD STRIPING BID

REPORTING CONTACT

Periodic reporting of products or services sold is a requirement of this and all bids administered by GPCOG. The Contractor must provide to GPCOG the actual amount of work performed in each municipality by May 16, 2021 (one year contract), or annually by May 16 of each year the contract remains in place through April 15 of that year.

Please provide contact information for the person who shall provide the report:

Name and Title: ____________________________________________

Company: _________________________________________________

Address: _________________________________________________

City/State/Zip ______________________________________________

Telephone: ___________________ Fax: _________________________

E-mail address: ______________________________________________
## 2020 GPCOG ROAD STRIPING AND PAVEMENT MARKING SERVICES BID
### MUNICIPAL CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Contact Person</th>
<th>Phone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bath</td>
<td>Lee Leiner</td>
<td>207-443-8357</td>
<td><a href="mailto:lleiner@cityofbath.com">lleiner@cityofbath.com</a></td>
</tr>
<tr>
<td>Casco</td>
<td>Courtney O'Donnell</td>
<td>207-627-1326</td>
<td><a href="mailto:manager@cascomaine.org">manager@cascomaine.org</a></td>
</tr>
<tr>
<td>Durham</td>
<td>Calvin Beaumier</td>
<td>207-844-1774</td>
<td><a href="mailto:publicworks@durhamme.com">publicworks@durhamme.com</a></td>
</tr>
<tr>
<td>Freeport</td>
<td>Earl Gibson</td>
<td>207-865-4461</td>
<td><a href="mailto:egibson@freeportmaine.com">egibson@freeportmaine.com</a></td>
</tr>
<tr>
<td>Gorham</td>
<td>Terry Deering</td>
<td>207 892-9062</td>
<td><a href="mailto:tdeering@gorham.me.us">tdeering@gorham.me.us</a></td>
</tr>
<tr>
<td>Pownal</td>
<td>Dick Clarke</td>
<td>207-688-4407</td>
<td><a href="mailto:publicworks@pownalmaine.org">publicworks@pownalmaine.org</a></td>
</tr>
<tr>
<td>South Portland</td>
<td>Doug Howard</td>
<td>207-767-7635</td>
<td><a href="mailto:dhoward@southportland.org">dhoward@southportland.org</a></td>
</tr>
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# Total Estimated Needs

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<tr>
<th>Item</th>
<th>Estimated Quantity</th>
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<tr>
<td>6&quot; white edge</td>
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<td>linear feet</td>
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<td><strong>Curbs, Crosswalks, Other</strong></td>
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</tr>
<tr>
<td>12&quot; Crosswalks, white</td>
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<td>linear feet</td>
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**Estimated Needs by Municipality**

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<td>4&quot; single white w/ skip</td>
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**Special requirements, if any:**

**Comments:**

---

**GPCOG**

**Estimated Needs for 2020 Road Striping Work**

<table>
<thead>
<tr>
<th>Municipality Name:</th>
<th>Bath</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person For This Bid:</td>
<td>Lee Leiner</td>
</tr>
<tr>
<td>Phone #:</td>
<td>207-443-8357</td>
</tr>
<tr>
<td>E-mail address:</td>
<td><a href="mailto:lleiner@cityofbath.com">lleiner@cityofbath.com</a></td>
</tr>
<tr>
<td>Required Work Completion Date:</td>
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<tr>
<td>Item</td>
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<tr>
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<tr>
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**Special requirements, if any:**

**Comments:**
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Special requirements, if any:

Comments:
## Estimated Needs for 2020 Road Striping Work

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<td>6&quot; white edge</td>
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**Special requirements, if any:**

**Comments:**

---

Municipality Name: Town of Freeport
Contact Person For This Bid: Earl Gibson
Phone #: 207-865-4461
E-mail address: egibson@freeportmaine.com
Required Work Completion Date: 6/12/2020
**GPCOG**

**Estimated Needs for 2020 Road Striping Work**

<table>
<thead>
<tr>
<th>Municipality Name:</th>
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<tbody>
<tr>
<td>Contact Person For This Bid:</td>
<td>Terry Deering</td>
</tr>
<tr>
<td>Phone #:</td>
<td>(207) 892-9062</td>
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<tr>
<td>E-mail address:</td>
<td><a href="mailto:tdeering@gorham.me.us">tdeering@gorham.me.us</a></td>
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**Special requirements, if any:**

**Comments:**
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Special requirements, if any:
- Estimate for Glass Beads for all lines painted

Comments:
- Estimate for Glass Beads for all lines painted
### GPCOG

#### Estimated Needs for 2020 Road Striping Work

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Quantity</th>
<th>Unit</th>
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<tbody>
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<tr>
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<td>linear feet</td>
</tr>
<tr>
<td>4&quot; single yellow w/ skip</td>
<td>20,000</td>
<td>linear feet</td>
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</tbody>
</table>

**Special requirements, if any:**

**Comments:**

**Municipality Name:** City of South Portland

**Contact Person For This Bid:** Doug Howard

**Phone #:** 207-767-7635

**E-mail address:** dhoward@southportland.org

**Required Work Completion Date:** 6/15/2020