

**ARKANSAS STATE HIGHWAY COMMISSION  
ARDOT - EQUIPMENT AND PROCUREMENT DIVISION  
BID INVITATION**

Contract Number:                     H-18-232J                    

**BID OPENING LOCATION:**  
ARDOT Equipment &  
Procurement Division  
11302 West Baseline Road  
Little Rock, AR 72209

**MAIL TO:**  
ARDOT Equipment &  
Procurement Division  
P.O. Box 2261  
Little Rock, AR 72203

**DELIVER TO:**  
ARDOT Equipment &  
Procurement Division  
11302 West Baseline Road  
Little Rock, AR 72209

Bid Opening Date: February 6, 2018 Time: 11:00 a.m.

Sealed bids for furnishing the commodities and/or services described below, subject to the Standard Bid Conditions of this 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: \_\_\_\_\_

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
	<p>Supply Contract for furnishing to the Arkansas Department of Transportation (hereafter called ARDOT) requirements of <b><u>Mineral Aggregate, Crushed Stone and Gravel of various classes</u></b> at pricing set forth on the attached Bid Form for the period from <b>April 1, 2018 thru September 30, 2018 (6 months)</b>.</p> <p><b><u>FOB - STATEWIDE</u></b></p> <p>All material shall be tested by the Vendor/Contractor at the plant and certified in writing, as directed by the Engineer, as meeting ARDOT Specifications prior to being loaded into ARDOT trucks.</p> <p>The Bid Invitation, Bid Form and Bid Information are part of the contract and by this reference are incorporated herein as fully and effectively as if set forth in detail herein.</p> <p>It shall be understood that by submission of bid that bidder agrees to the conditions herein specified, and, if bid is found acceptable by ARDOT either in whole or in part, shall consider this bid a contract agreement bound under these conditions. The parties hereto agree that this contract in all things shall be governed by the Laws of the State of Arkansas.</p> <p>All bidders should complete and return the Eligible Bidder Certification (Attachment A), Disclosure Form (see Page 2 of Standard Bid Conditions – Item 18) and Restriction of Boycott of Israel Certification issued with this bid. A current copy of the DFA Illegal Immigrant Contractor Disclosure Certification (see Page 2 of Standard Bid Conditions – Item 17) should also be submitted with bid. These forms are kept on file and remain current for one year from date of submission. Forms do not need to be submitted again, during that time, unless there is a status change.</p> <p>Bids and Specifications are available on-line by going to the ARDOT Web Site – <a href="http://www.ardot.gov">www.ardot.gov</a> 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><b>TWO SIGNED COPIES OF BID INVITATION AND BID FORM MUST BE SUBMITTED.</b></p> <p>00-03</p>

## ARDOT - STANDARD BID CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the Arkansas Department of Transportation (ARDOT).
2. **ACCEPTANCE AND REJECTION:** ARDOT 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.
3. **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.
4. **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 ARDOT 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.
5. **TAXES:** The ARDOT 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 ARDOT as an addition thereto, and should be added to the billing to the ARDOT. The ARDOT 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 ARDOT.
6. **"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.
7. **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.
8. **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.
9. **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.
10. **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. Received common carrier bills that reflect ICC authorized rate changes must be furnished.

11. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of ARDOT request, and free demonstrations within 30 days, unless ARDOT 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 ARDOT. 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.
12. **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.
13. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the ARDOT, as soon as possible, of the reason for any delay and the expected delivery date. The ARDOT has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
14. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by ARDOT after delivery. Default in promised delivery or failure to meet specifications authorizes the ARDOT 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.
15. **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).
16. **NOTICE OF NONDISCRIMINATION:** The Arkansas State Highway Commission, through ARDOT, complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT 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 ARDOT's programs and activities, as well as the ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the ARDOT'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@ardot.gov](mailto:joanna.mcfadden@ardot.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.
17. **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to Arkansas Code Annotated 19-11-105, all bidders must certify prior to award of a contract that they **do not** employ or contract with any illegal immigrant(s) in its contract with the state. Bidders shall certify online at <https://www.ark.org/dfa/immigrant/index.php>.
18. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.

ATTACHMENT A

**ELIGIBLE BIDDER CERTIFICATION**

The Bidder represents and warrants for itself, its employees and its subcontractors and certifies they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding thus Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph two (2) of this Certification;
4. Have not within a one-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default; and

The Bidder represents, warrants and acknowledges the understanding that restrictions placed on the employment of labor or on the scale of pay for the work on a contract will be the requirements of the Fair Labor Standards Act (Federal Wage-Hour Law) of 1938, 28 USC §201 et seq., and other applicable labor laws.

The person executing this Certification further represents, warrants and affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 USC §3801 et seq. are applicable thereto.

\_\_\_\_\_

BIDDER NAME

BY: \_\_\_\_\_

Signature

TITLE: \_\_\_\_\_

## CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

Ye

s No

IS THIS FOR:

TAXPAYER ID  
NAME:

Goods?  Services?  Both?

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

COUNTY:

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:**

### FOR INDIVIDUALS\*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark ( ✓ )		Name of Position of Job Held <small>(senator, representative, name of board/ commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and how are they related to you? <small>(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

**None of the above applies**

### FOR AN ENTITY (BUSINESS)\*

Indicate below If any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark ( ✓ )		Name of Position of Job Held <small>(senator, representative, name of board/ commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

**None of the above applies**

## Contract and Grant Disclosure and Certification Form

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.*

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

Signature _____	Title _____	Date _____
Vendor Contact Person _____	Title _____	Phone No. _____

Agency Use Only				
Agency Number _____	Agency Name _____	Agency Contact Person _____	Contact Phone No. _____	Contract or Grant No. _____

# RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Bid Number/Contract Number	
Description of product or service	
Contractor name	

Contractor Signature: \_\_\_\_\_  
Signature must be hand written, in ink

Date: \_\_\_\_\_

ARKANSAS STATE HIGHWAY COMMISSION  
 ARDOT - SUPPLY CONTRACT FOR MAINTENANCE AGGREGATE  
BID FORM

CONTRACT NO. **H-18-232J**

BIDDER: \_\_\_\_\_

Separate Bid Form must be submitted for each separate location.

Pit or Location of Production \_\_\_\_\_ Telephone: \_\_\_\_\_

Are you equipped for loading State Trucks? \_\_\_\_\_

Prices shall be bid per ton or cubic yard - FOB State Trucks at bidder's location. All purchases on a per ton basis will be measured and paid for by weight. All applicable provisions of the Standard Specifications for Highway Construction, Edition of 2014, apply to this contract except as modified herein. Specifications are accessible on our web site at [www.arkansashighways.com](http://www.arkansashighways.com). Scale weight tickets shall be furnished in accordance with Section 109.

Item (H) is the price (excluding material price) for bidder to haul one ton of material one mile for Items (A) - (G) to ARDOT designated location. Delivery time is negotiable. ARDOT reserves the right to select delivery option.

Prices bid are subject to discount of \_\_\_\_\_% for payment of invoices within \_\_\_\_\_ days.

<p><b>(A)</b> Mineral Aggregate - Subsection 403.01</p> <table border="0" style="width: 100%;"> <tr> <td></td> <td style="text-align: center;">TON</td> <td style="text-align: center;">CY</td> </tr> <tr> <td><u>Class 1</u></td> <td>_____</td> <td>_____</td> </tr> <tr> <td><u>Class 2</u></td> <td>_____</td> <td>_____</td> </tr> <tr> <td><u>Class 3</u></td> <td>_____</td> <td>_____</td> </tr> <tr> <td><u>Class 4</u></td> <td>_____</td> <td>_____</td> </tr> </table> <p><b>(B)</b> Aggregate Base Course - Section 303</p> <table border="0" style="width: 100%;"> <tr> <td></td> <td style="text-align: center;">TON</td> <td style="text-align: center;">CY</td> </tr> <tr> <td><u>Class 3</u></td> <td>_____</td> <td>_____</td> </tr> <tr> <td><u>Class 4</u></td> <td>_____</td> <td>_____</td> </tr> <tr> <td><u>Class 7</u></td> <td>_____</td> <td>_____</td> </tr> <tr> <td><u>Class 8</u></td> <td>_____</td> <td>_____</td> </tr> </table> <p><b>(C)</b> Aggregate Surface Course - SP</p> <table border="0" style="width: 100%;"> <tr> <td></td> <td style="text-align: center;">TON</td> <td style="text-align: center;">CY</td> </tr> <tr> <td><u>Class D-4</u></td> <td>_____</td> <td>_____</td> </tr> <tr> <td><u>Class D-8</u></td> <td>_____</td> <td>_____</td> </tr> </table>		TON	CY	<u>Class 1</u>	_____	_____	<u>Class 2</u>	_____	_____	<u>Class 3</u>	_____	_____	<u>Class 4</u>	_____	_____		TON	CY	<u>Class 3</u>	_____	_____	<u>Class 4</u>	_____	_____	<u>Class 7</u>	_____	_____	<u>Class 8</u>	_____	_____		TON	CY	<u>Class D-4</u>	_____	_____	<u>Class D-8</u>	_____	_____	<p><b>(D)</b> Concrete Aggregate - Section 802</p> <table border="0" style="width: 100%;"> <tr> <td></td> <td style="text-align: center;">TON</td> <td style="text-align: center;">CY</td> </tr> <tr> <td>Fine Concrete Aggregate</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Coarse Concrete Aggregate (Class A,S)</td> <td>_____</td> <td>_____</td> </tr> </table> <p><b>(E)</b> Rip Rap - Section 816</p> <table border="0" style="width: 100%;"> <tr> <td></td> <td style="text-align: center;">TON</td> <td style="text-align: center;">CY</td> </tr> <tr> <td><u>Dumped Foundation Protection</u></td> <td>_____</td> <td>_____</td> </tr> </table> <p><b>(F)</b> Stone Backfill – Rock meeting the requirements of Subsection 207.02</p> <table border="0" style="width: 100%;"> <tr> <td></td> <td style="text-align: center;">TON</td> <td style="text-align: center;">CY</td> </tr> <tr> <td><u>Stone Backfill</u></td> <td>_____</td> <td>_____</td> </tr> </table> <p><b>(G)</b> ABRASIVES*</p> <table border="0" style="width: 100%;"> <tr> <td></td> <td style="text-align: center;">TON</td> <td style="text-align: center;">CY</td> </tr> <tr> <td><u>Abrasives</u></td> <td>_____</td> <td>_____</td> </tr> </table> <p><b>(H)</b> Haul Price per Ton/Mile _____</p>		TON	CY	Fine Concrete Aggregate	_____	_____	Coarse Concrete Aggregate (Class A,S)	_____	_____		TON	CY	<u>Dumped Foundation Protection</u>	_____	_____		TON	CY	<u>Stone Backfill</u>	_____	_____		TON	CY	<u>Abrasives</u>	_____	_____
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**\*SPECIFICATION FOR ABRASIVES**

This material shall consist of a manufactured or processed sand, gravel or crushed stone or a manufactured synthetic material that will perform as abrasives on ice and snow or as a blotter material on asphalts, oils, etc. The material must perform satisfactorily in handling and in performance for the intended purpose. GRADING REQUIREMENTS - 3/8 Sieve - 100% passing by weight.



ARKANSAS STATE HIGHWAY COMMISSION  
ARDOT - SUPPLY CONTRACT FOR MAINTENANCE AGGREGATE  
BID INFORMATION

CONTRACT NO. **H-18-232J**

Page 1 of 2 Pages

1. The Arkansas Department of Transportation, hereinafter referred to as “ARDOT,” will enter into a term contract with the successful bidder(s) to furnish mineral aggregate, crushed stone and gravel of various classes for the period set forth in the Bid Invitation.
2. Bid shall be submitted on the form furnished herewith. Bid envelope shall be sealed and marked so as to clearly indicate its contents and will be received at the locations noted on the Bid Invitation. Bids received after the date and time set for opening will be returned unopened to the bidder.
3. A bid may be withdrawn, modified, or corrected by the bidder after it has been submitted provided written request to do so is filed with the Equipment and Procurement Division prior to the time set for opening bids. Telegrams, faxes or letters received before time set for opening bids will be accepted and attached to the unopened bid, and the bid will be considered withdrawn, modified, or otherwise changed accordingly. No proposal may be withdrawn, modified, corrected, or otherwise changed after the time set for opening bids.
4. ARDOT reserves the right to enter into agreement with as many bidders as may be necessary to assure an adequate supply of material to meet statewide requirements.
5. Under terms of this contract, ARDOT is not obligated to purchase any specific quantity or to make purchases at any specific time during the contract period.
6. Transportation cost and/or length of haul will be taken into consideration in placing individual orders.
7. Where awards are made to corporations organized in states other than Arkansas, bidders shall at their own expense furnish a certified copy of certificate of authority and license to do business in Arkansas, which will remain on file with ARDOT. No contract will be executed in favor of such corporation until certificate shall have been furnished.
8. If a contract supplier should move a crusher to another site, ARDOT may elect to purchase material meeting required specifications from the new location, upon written request from the contract supplier, if prices are equal to or below the contract price bid by that supplier.
9. If a contract supplier is unable to load materials on state trucks within seventy-two (72) hours after receipt of an individual order he shall immediately notify the ordering District. In such event ARDOT shall have the right to cancel the order and purchase the material from another supplier. Any increase in cost occasioned by purchasing the material from other than the contract supplier may be billed to the contract supplier or deducted from payments due. This provision is not intended to allow any supplier 72 hours to provide material ordered FOB plant location when immediate loading is required to avoid loss to the State.

10. Invoices for material furnished should be submitted to the headquarters of the District ordering the material. Invoices submitted to the Little Rock Central Office will cause delay in payments.
11. ARDOT reserves the right to cancel this contract, or any part thereof, upon giving the vendor fifteen days notice of its intent to terminate. The contract shall automatically terminate as of the date given in said notice. Otherwise, prices bid shall remain in effect for the contract term.
12. 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 Department of Transportation 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. ARDOT 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.

**ARKANSAS STATE HIGHWAY COMMISSION**

**SPECIAL PROVISION**

**AGGREGATE SURFACE COURSE**

**DESCRIPTION:** This item shall consist of furnishing and placing Aggregate Surface Course (Class D-4 or D-8) to be placed as shoulder gravel as shown on the plans or as directed by the engineer.

**MATERIALS** - This material shall consist of a natural or manufactured mixture of gravel and soil mortar uniformly well graded from coarse to fine and so proportioned as to meet all the requirements hereinafter specified. The aggregate shall consist of crushed or uncrushed hard gravel or crushed stone or a combination of crushed and uncrushed material. The material furnished shall not contain more than 15% by weight of shale, slate, and other objectionable, deleterious or other injurious matter.

**GRADING REQUIREMENTS**

**Class D-8**

<u>Sieve</u>	<u>Percent Passing</u>
2"	100
3/4"	70 to 100
#4	35 to 65
#40	15 to 40
#200	3 to 30

**GRADING REQUIREMENTS**

**Class D-4**

<u>Sieve</u>	<u>Percent Passing</u>
2"	100
3/4"	60 to 95
#4	25 to 55
#40	10 to 35
#200	3 to 30

Maximum Plasticity Index	20
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The removal of oversize aggregate by hand methods, such as raking or forking, will not be permitted. The Contractor, at his option, may substitute Aggregate Base Course (Class 5 or 7) meeting the requirements of Section 303 of the Specifications, provided that payment will be for the material specified. Quality control and acceptance sampling shall be performed in accordance with Section 306 of the 2014 Standard Specifications, except that no density testing will be required.

**CONSTRUCTION REQUIREMENTS:** Construction shall conform to subsection 303.03 of the 2014 Standard Specifications except as noted in the Plans.

**METHOD OF MEASUREMENT:** Work performed and material accepted under this item will be measured by the ton in vehicles, in accordance with Section 109.

**ARKANSAS STATE HIGHWAY COMMISSION**

**SPECIAL PROVISION**

**AGGREGATE SURFACE COURSE**

**BASIS OF PAYMENT:** Work performed under this item and measured as provided above, will be paid for at the contract unit price bid per ton which price shall be full compensation for preparing the subgrade; furnishing materials; for loading, hauling and the delivery to the work site; for spreading, finishing, watering, manipulating, and compacting; for performing quality control and acceptance sampling and testing; and for all labor, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Aggregate Surface Course (Class D-8)	Ton
Aggregate Surface Course (Class D-4)	Ton