ARKANSAS STATE HIGHWAY COMMISSION

				IT AND PROCUREMENT DIV D INVITATION	ISION				
Bid Number:			Contract No. H-19-205P		Ar Pro	MAIL TO: ARDOT Equipment and Procurement Division P.O. Box 2261		DELIVER TO: ARDOT Equipment and Procurement Division 11302 West Baseline Roa	
•	ing Date:		Time: <u>11:00 a.m.</u>	Little Rock, AR 72209		,	AR 72203		e Rock, AR 72209
delivery lo	cations until	the above-noted bid opening	ng date and time, and then publ	ect to the Standard Bid Conditions icly opened at the above-noted bid ed bids will not be considered.					
opposite e	ach item.	•		ndersigned offers and agrees to fur	-				
Compan	y Name:			Name (Type or Print					
Address:	:			Title:					
				Phone:		F	ax:		
City:		State	: Zip:	E-mail Address:					
Federal T	ax ID or Sc	cial Security No.:		Signature:_ Signature must be legib Unsigned bids will be re		not photoc	opied) and in	ink.	
Item No.			Description		Quantity	Unit	Unit Pri	се	Amount
	All or N FOB: Sta All bidder Bid Condi finningrant These for during tha It is estim period. A	tations attached to and an option to renew for an option of the angle of the an	d made a part of this bid, for six month periods as not be considered. ded locations. ded return the Eligible Bid. Restriction of Boycott of the Certification (see Page and remain current for on a status change. ded to purchase any specifically 20,000 – 12' Sign Pope a minimum of 1200 –	dder Certification (Attachmof Israel Certification issue e 2 of Standard Bid Conditue year from date of submitted quantity or make purcha osts and 10,000 – 6' Delir 12' Sign Posts, 3600 – 6' I	nent A), I d with thi tions – Ite ission. For ses at any neator Pos Delineator	Disclosus bid. Am 17) slorms do specific sts will le Posts, c	re Form (see current conceded also not need ce time during purchase or a combination of the combination of t	one of the second of the secon	Page 2 of Standard of the DFA Illegal ubmitted with bid. e submitted again, the contract period. during the contract on of the two items
I	period. A so that the	typical order would be minimum shipping	be a minimum of 1200 – weight of the order wou		Delineator . and 45,0	Posts, o	or a combi to approx	natio cimat	on of the two items e a full truckload.

Orders larger than the minimum will also be calculated to correspond to full truckloads. Delivery of any order shall be made within **60** days.

The Bid Invitation, Bid Form and Specifications are parts of the contract and by this reference are incorporated herein as fully and effectively as if set forth in detail herein.

It shall be understood that by submission of bid that bidder agrees to the conditions herein specified and, if bid is found acceptable by the Department 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. Should there be a conflict between conditions printed on Standard Bid Conditions and other conditions stated with Bid Information and Specifications, the latter shall prevail.

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 4 of Standard Bid Conditions. Performance Bond in an amount to be determined by the Department, not to exceed \$5,000.00, will be required of successful bidder prior to providing goods/services. Personal and company checks are not acceptable as Performance Bonds. See Condition 4 of Standard Bid Conditions.

Bids and Specifications are available on-line by going to the ARDOT Web Site - www.ardot.gov 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.

TWO SIGNED COPIES OF BID INVITATION MUST BE SUBMITTED.

12-06 **TOTAL BID**

ARKANSAS STATE HIGHWAY COMMISSION (ARDOT) LITTLE ROCK, ARKANSAS EQUIPMENT & PROCUREMENT DIVISION

CON	TRACT NO. H-19-205P	BIDDER:		
ITEM	1			
NO.	DESCRIPTION		UNIT PRICE	
1.	12' Sign Post (3 lbs. per ft.)	Ea.	\$ 	
2.	6' Delineator Post (2 lbs. per ft.)	Ea.	\$	

<u>Cooperative Purchasing</u>. 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 ARDOT 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.

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).
- 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.
- 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 that is authorized to do business in the State of Arkansas and that is listed on the current United States Department of the Treasury Listing of Approved Sureties. Surety bonds must be executed by a resident or non-resident agent who is licensed by the Arkansas State Insurance Commissioner to represent the surety company executing the bond, and the resident or non-resident agent shall file with the bond the power of attorney of the agent to act on behalf of the bonding company. 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. Receipted 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@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.
- 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.

05/09/05 Page 1 of 2

ARKANSAS DEPARTMENT OF TRANSPORTATION SPECIFICATION FOR SIGN AND/OR DELINEATOR POSTS

DESCRIPTION: Sign and delineator posts, as designated herein, are steel posts with galvanized finish as specified in the bid forms and intended to be used as supports for signs.

MATERIAL: Sign and delineator posts shall be made of rerolled rail steel or an equivalent steel and shall conform to the mechanical requirements of the current ASTM A-499, Grade 60, and the chemical requirements of the current ASTM A-1 for rails having nominal weights of 90 pounds or heavier per yard. These chemical requirements shall include the following modified limitations:

Carbon 0.67-0.89 percent Manganese 0.70-1.00 percent Silicon 0.10-0.25 percent

The supplier shall submit to the Materials Engineer mill test reports showing chemical analysis and physical tests.

SECTION: Sign and delineator posts shall be of a uniform, modified, flanged, U-section channel, such that the area of contact between the post and sign or delineator is symmetrical about the vertical axis of both sign and post. The dimensions of the posts shall be as shown on attached sketch.

WEIGHT: The weight of each post, before holes are punched, shall be 2.00, 2.25, 2.50, 3.00, or 4.00 pounds per foot as specified. The weight tolerance is plus or minus 5%.

LENGTH: The length shall be as specified with a tolerance of plus or minus one inch. Variations in length shall be in even feet, or increments of six inches.

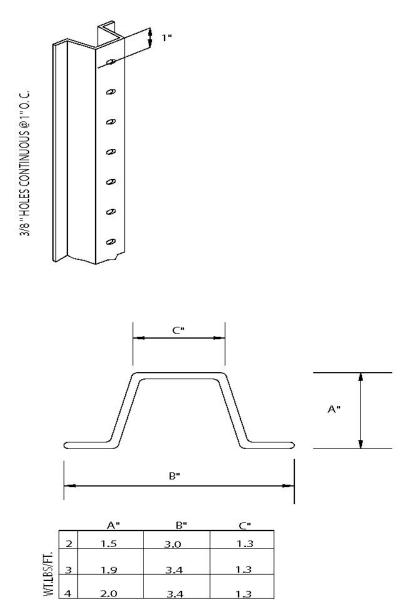
PUNCHING: Sign and delineator posts shall be punched with continuous holes located on the centerline, spaced on one inch centers beginning one inch from the top.

FABRICATION: The finished posts shall be machine straightened and have a smooth uniform finish, free from injurious defects affecting their strength, durability, or appearance. Bolt holes of the diameter specified shall be carefully spaced vertically and horizontally so that holes will register for back-to-back application. All holes and sheared ends shall be commercially free from burrs.

FINISH: Sign posts and delineator posts shall be galvanized after all the fabrication has been finished.

PACKAGING: The posts shall be nested and fastened in such a manner that they will not slip. **Round bundles will not be accepted.** Care must be taken in shipping to minimize the rubbing of the posts against each other with resulting damage. Excessive damage to the finish in shipping will be cause for rejection of the damage posts.

STEEL SIGN AND DELINEATOR POST DETAILS



^{*} ALL DIMENSIONS ARE NOMINAL

ARDOT F.O.B. LOCATIONS

	<u>LOCATION</u>	INVOICING ADDRESS
District 1 Headquarters	2701 Hwy. 64 West Wynne, AR 72396	P.O. Box 278 Wynne, AR 72396
District 2 Headquarters	4900 Hwy. 65 South Pine Bluff, AR 71611	P.O. Box 6836 Pine Bluff, AR 71611
District 3 Headquarters	2911 Hwy. 29 North Hope, AR 71801	P.O. Box 490 Hope, AR 71802-0490
District 4 Headquarters	808 Frontier Road Barling, AR 72923	P.O. Box 11170 Ft. Smith, AR 72917-1170
District 5 Headquarters	1673 Batesville Pike Batesville, AR 73501	P.O. Box 2376 Batesville, AR 72503
District 6 Headquarters	8900 Mabelvale Pike Little Rock, AR 72209	P.O. Box 190296 Little Rock, AR 72219
District 7 Headquarters	2245 California Ave. Camden, AR 71701	P.O. Box 897 Camden, AR 71711
District 8 Headquarters	370 Aspen Drive Russellville, AR 72801	P.O. Box 70 Russellville, AR 72811
District 9 Headquarters	4590 Hwy. 65 South Harrison, AR 72601	P.O. Box 610 Harrison, AR 72602
District 10 Headquarters	2510 West Kingshighway Paragould, AR 72450	P.O. Box 98 Paragould, AR 72451
Maintenance Division, Sign Shop	11300 W. Baseline Rd. Little Rock, AR 72209	P.O. Box 2261 Little Rock, AR 72203

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	e following	informatio	on may result in a delay in obtainin	ng a contract	t, lease, purch	ase agreement, or grant award with any Arkansas State A	gency.		
	SUBCONTRA	CTOR NAME:							
□ Yes □ No									
			IS THIS FOR:						
TANDANED ID NIAME.			□ Goods? [☐ Service:	s? □ F	oth?			
TAXPAYER ID NAME:			Goods: L	_ Jeivice:	<u>э: Ц</u>	otti:			
YOUR LAST NAME:			FIRST NAME:			M.I.:			
ADDRESS:									
CITY:			STATE:		ZIP CODE:	COUNTY:			
AS A CONDITION OF	F OBTA	INING. F	EXTENDING. AMENDING	G. OR RE	NFWING.	A CONTRACT, LEASE, PURCHASE AGREEI	MENT. OR GRANT A	WARD WI	
			HE FOLLOWING INFORM				THE TOTAL CHARACTER TO		
HIVI ANNANSAS SIF	ATL AGI	_/VC1, 11	HE FOLLOWING INFORM						
				FOF	RINDIV	IDUALS*			
Indicate below if: you, you	ır spouse o	r the brotl	her, sister, parent, or child of you	u or vour sr	ouse is a cui	rent or former: member of the General Assembly, Con	stitutional Officer, State B	oard or	
Commission Member, or S			, , , , , , , , , , , , , , , , , , , ,	, ,		,,			
· · · · · · · · · · · · · · · · · · ·	Mark (✓)		Name of Position of Job Held For How Long?		What is the person(s) name and how a	What is the person(s) name and how are they related to you?			
Position Held	IVIa	IK (*)				(i.e., Jane Q. Public, spouse, John Q.	(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)		
	Current	Former	(senator, representative, name of board/ commission, data entry, etc			Person's Name(s)	F	Relation	
General Assembly			, , , , , , , , , , , , , , , , , , , ,		,				
Constitutional Officer									
State Board or Commission Member									
State Employee									
☐ None of the abo	ove app	lies		D. A.N.		/DUCINIECC*			
I			FO	KAN		(BUSINESS)*			
Constitutional Officer, Stat	te Board o	r Commiss	ion Member, State Employee, o	r the spous	e, brother, si	ny ownership interest of 10% or greater in the entity: ster, parent, or child of a member of the General Asserg policies or influence the management of the entity.			
Docition Hold	Mark (✓)		Name of Position of Job Held			. ,,,	nat is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
Position Held	Current	Former	(senator, representative, name of board/ commission, data entry, etc.)	From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control	
General Assembly									
		· · · · · · · · · · · · · · · · · · ·							
Constitutional Officer				. — —					
State Board or									

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	
Did Number/Contract Number	
Description of product or	
service	
562,126	
Contractor name	
Contractor Signature:	Date:
Signature must be hand written, in ink	