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

Bid Numbe		BID OPENING LOCATION: ARDOT Equipment and Procurement Division 11302 West Baseline Road	Procurer P.O. Box	Equipment and nent Division 2261	DELIVER TO: ARDOT Equipment and Procurement Division 11302 West Baseline Road
Sealed delivery	ening Date: October 16, 2018 Time: 11:00 a.m. bids for furnishing the commodities and/or services described below, subject locations until the above-noted bid opening date and time, and then publications.	icly opened at the above-noted bid op	this Bid Invitation		
	nents when appropriate, or bids will be rejected. Late bids and unsigne bliance with this Bid Invitation and subject to all the Conditions thereof, the ur		h any and all iter	ms upon which pr	ices are quoted, at the price set
opposit	e each item.				
	any Name:				-
Addres	98:				
City	State: Zip:	<u> </u>			_
Federa	al Tax ID or Social Security No.:	Signature: Signature must be legible, Unsigned bids will be reject		otocopied) and in	ink.
Item No.	Description		Quantity U	nit Unit Prid	ce Amount
140.	Installation of Concrete Building Pad/Sidewalks	s & Erection of 30' x 50'	Metal Stru	ucture prov	ided by ARDOT.
	(Job #42-218)	LIDAD CLDA			
		LUMP SUM			
	To meet the requirements of Arkansas Department of Tra G1.1, C1.1, A1.1, A2.1, A3.1, & A4.1 attached to and m All bidders should complete and return the Eligible Bid Bid Conditions – Item 18) and Restriction of Boycott of Immigrant Contractor Disclosure Certification (see Page These forms are kept on file and remain current for on during that time, unless there is a status change. Bid price shall include all labor, materials, and equipmer licenses, fees, permits, royalties, and all taxes. Bid price provision supersedes Condition 5 on page 1 of Standard Department of Transportation Standard Specifications are Subsections 105.04, 108.07, 109.01 and 109.02 of the Attonistical Construction, Edition of 2014, will be in effect. (Specific	dder Certification (Attachment Israel Certification issued of 2 of Standard Bid Condition e year from date of submissent necessary to perform the wee shall represent full compen Bid Conditions. Payment wand Applicable Special Provisorkansas Department of Trans	nt A), Discle with this bid ns – Item 17 ion. Forms ork as speci sation for co vill be made sions.	osure Form (s . A current c f) should also do not need fied, and shale impletion of the in accordance	opy of the DFA Illegal be submitted with bid. to be submitted again, I further include all he work. This with Arkansas
	Bid Bond in the amount of 5% of total bid price require company checks are not acceptable as Bid Bonds. See Performance Bond only (no checks of any kind allow bidder prior to providing goods/services. See Condition The successful bidder will be required to complete within Arkansas Contractor's License No. Current Arkansas Contractor's License Number must be	e Condition 4 on page 1 of S red) in the amount of 100% 4 on page 1 of Standard Bid n 60 calendar days after awar	tandard Bid of total bid Conditions.	Conditions. price will be	required of successful
	Bids and Specifications are available on-line by going to Services Bids/Contracts Information". Tabulations will a questions, call this office at 501-569-2667				

(42-218) 55-00, 55-05

ARKANSAS STATE HIGHWAY COMMISSION

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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 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. 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@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
TITI F:

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

ailure to complete all of the	following	informatio	n may result in a delay in obtainin	g a contrac	t, lease, pi	rchase agreement, or grant award with a	ny Arkansas State Agency.		
BCONTRACTOR:	SUBCONTRA	CTOR NAME:							
Yes 🗆 No									
			IS THIS FOR:						
XPAYER ID NAME:			☐ Goods? [☐ Service	s? I	Both?			
DUR LAST NAME:			FIRST NAME:				M.I.:		
DDRESS:									
ITY:			STATE:		ZIP CC	DE:	COUNTY:		
S A CONDITION OF	OBTAI	NING, E	EXTENDING, AMENDING	, OR RE	NEWIN	G A CONTRACT, LEASE, PURC	HASE AGREEMENT, O	R GRANT A	WARD W
NY ARKANSAS STA	TE AGE	NCY, TI	HE FOLLOWING INFORM	IATION	MUST I	<u>E DISCLOSED:</u>			
	·			EC	D IVII	OIVIDUALS*			
	•	r the broth	ner, sister, parent, or child of you	ı or your s	oouse is a	current or former: member of the Gene	eral Assembly, Constitutional	Officer, State Bo	oard or Comr
lember, or State Employe	e: I					What is the norse	a(s) name and how are they relat	od to vou?	
Danition Hold	Mark (✓)		Name of Position of Job Held		low Long	·	What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)		
Position Held	Current	Former	(senator, representative, name of board/ commission, data entry, etc.	From MM/Y		Person's			elation
General Assembly									
Constitutional Officer									
State Board or Commission									
Member State Employee									
None of the abo									
			EO	D AN I	NITIT	Y (BUSINESS)*			
Officer, State Board or Com	nmission N	∕lember, S	tate Employee, or the spouse, b	rother, sist	er, parent	d any ownership interest of 10% or gre or child of a member of the General A	ssembly, Constitutional Office		
riember, or State Employe	e. Positior	of contro	of means the power to direct the	purchasing	policies	or influence the management of the en		sin interest ====1/-	
Docition Held	Mark	(✓)	Name of Position of Job Held	For How	Long?		and what is his/her % of ownersh s his/her position of control?	ip interest and/of	Ī
Position Held —	Current	Former	(senator, representative, name of board/ commission, data entry, etc.)	From MM/YY	To MM/YY	Person's Name(s)	s may net position or control.	Ownership Interest (%)	Position of Control
General Assembly			, ,						
Constitutional Officer									
State Board or									
Commission Member State Employee									

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	M-19-015P
Description of product or service	
Contractor name	
Contractor Signature:	Date:
Signature must be hand written, in ink	

ILLEGAL IMMIGRANT CERTIFICATION

Pursuant to Arkansas Code Annotated § 19-11-105	, Contractor(s) shall	I certify with OSP	that they do not	employ or
contract with illegal immigrants.				

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

Bid Number/Contract Number	M-19-015P
AASIS Number	N/A
Description	
Contractor name	
Contractor Signature:	Date:
Signature must be hand written, in ink	

ARKANSAS DEPARTMENT OF TRANSPORTATION

BID SPECIFICATIONS FOR

MAIN COMPLEX PICNIC SHELTER

SCOPE OF WORK:

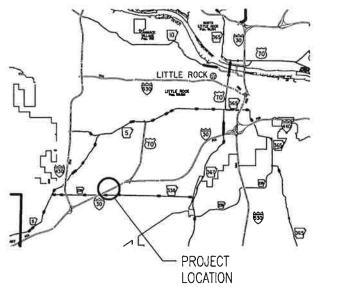
- 1. Demolition and relocation of existing assets (picnic tables) to another site on the main campus per enclosed plan.
- 2. Preparation of building pad per enclosed plan.
- 3. Form and place concrete building slab and sidewalks per enclosed plan.
- 4. Erect pre-fabricated structure supplied by ARDOT. Structure to be fabricated by Pinnacle Structures and delivered on-site.
- 5. All electrical will be turnkey by ARDOT Electricians. ARDOT will supply all labor and materials.
- 6. All plumbing will be turnkey by ARDOT Plumbers. ARDOT will supply all labor and materials.
- 7. Installation of picnic tables provided by ARDOT per enclosed floorplan.
- 8. Slope all disturbed soil in a fashion that will accept top soil and sod. Top soil and sod will be supplied and installed by ARDOT forces.

ARKANSAS DEPARTMENT OF TRANSPORTATION

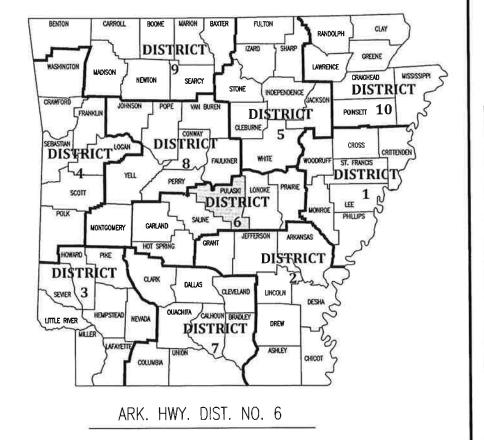
CONSTRUCTION PLANS:

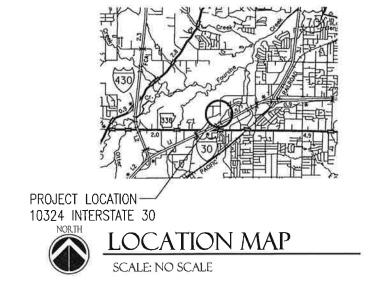
MAIN CAMPUS PICNIC SHELTER

LITTLE ROCK, ARKANSAS
PULASKI COUNTY
JOB 42-51





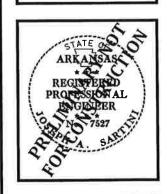




INDEX OF SHEETS					
SHEET NO. SHEET TITLE					
G1.1	1	TITLE SHEET			
C1.1	2	SITE PLAN			
A1.1	3	FLOOR PLAN			
A2.1	4	ELEVATIONS			
A3.1	5	SECTIONS			
A4.1	6	ROOF PLAN			

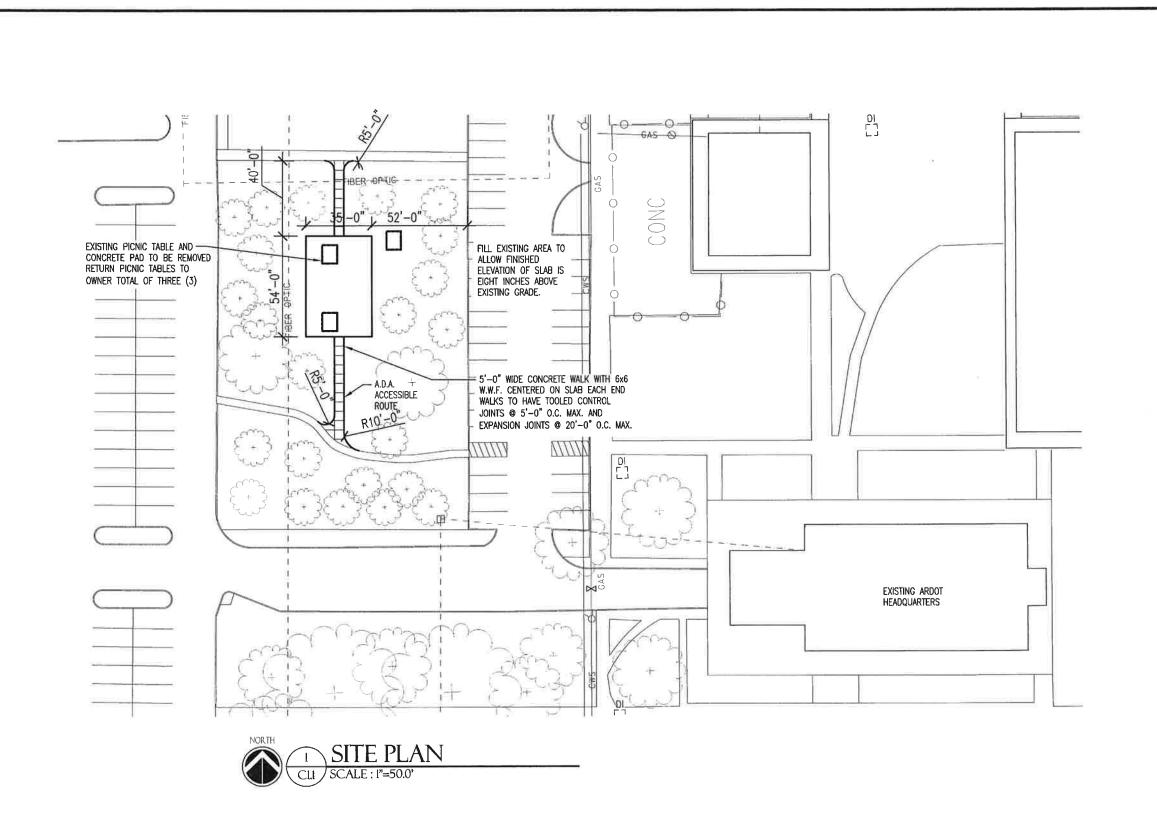


MAIN CAMPUS PICNIC SHELTER
Little Rock, Arkansas
Pulaski County

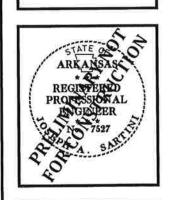


DATE: SEPT. 19, 2018 JOB NO: 42-51 DRAWN BY: KB REVISIONS:

G1.1

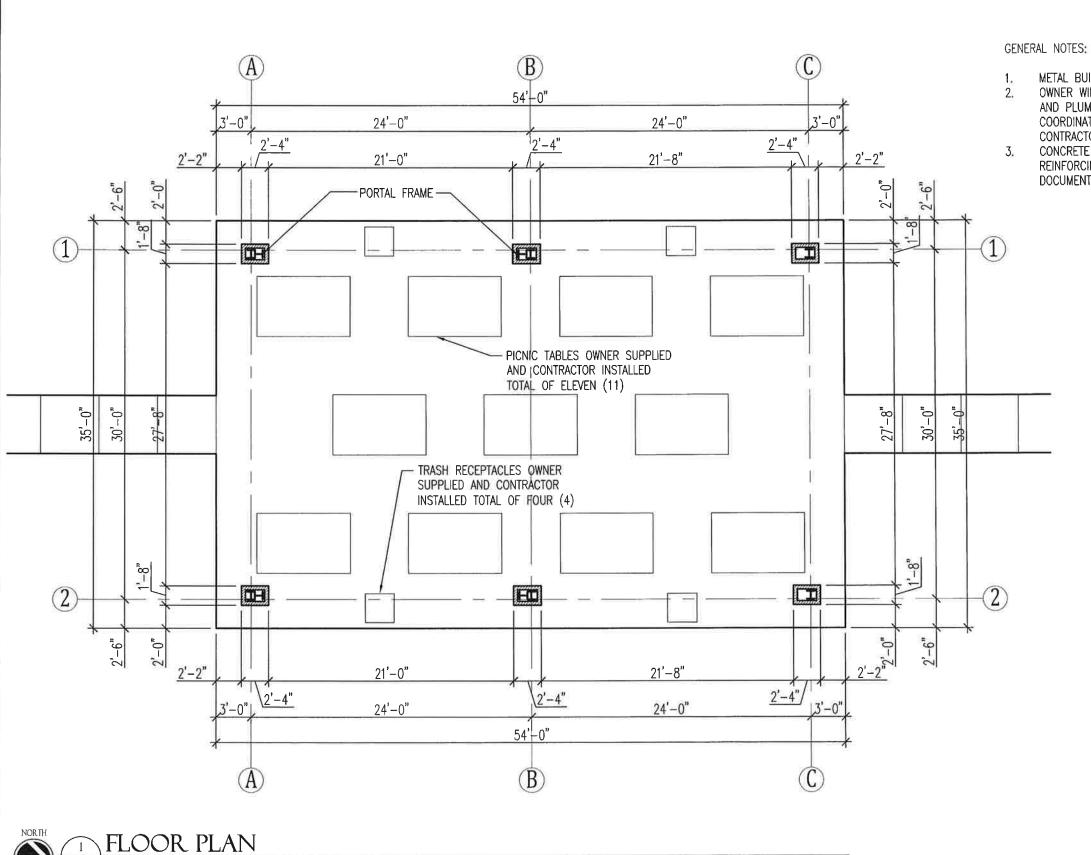






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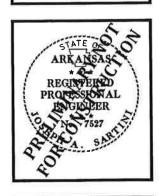
C1.1



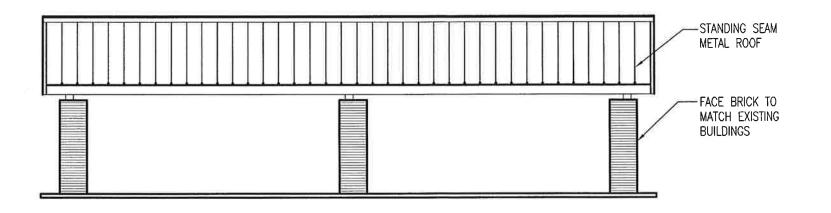


- METAL BUILDING SHALL BE SUPPLIED BY OWNER.
- OWNER WILL BE RESPONSIBLE FOR ELECTRICAL AND PLUMBING WORK AND SHALL BE COORDINATED WITH THE WORK OF THE GENERAL CONTRACTOR.
- CONCRETE SHALL BE 3,000 PSI MIX WITH REINFORCING AS SHOWN IN CONSTRUCTION DOCUMENTS.



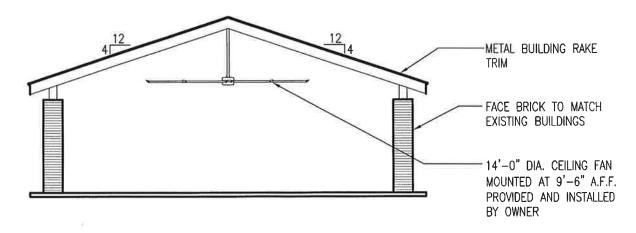


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EAST AND WEST ELEVATIONS

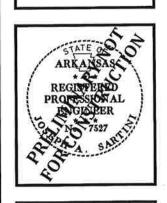
A2.1 | SCALE : 1/8"=1'-0"



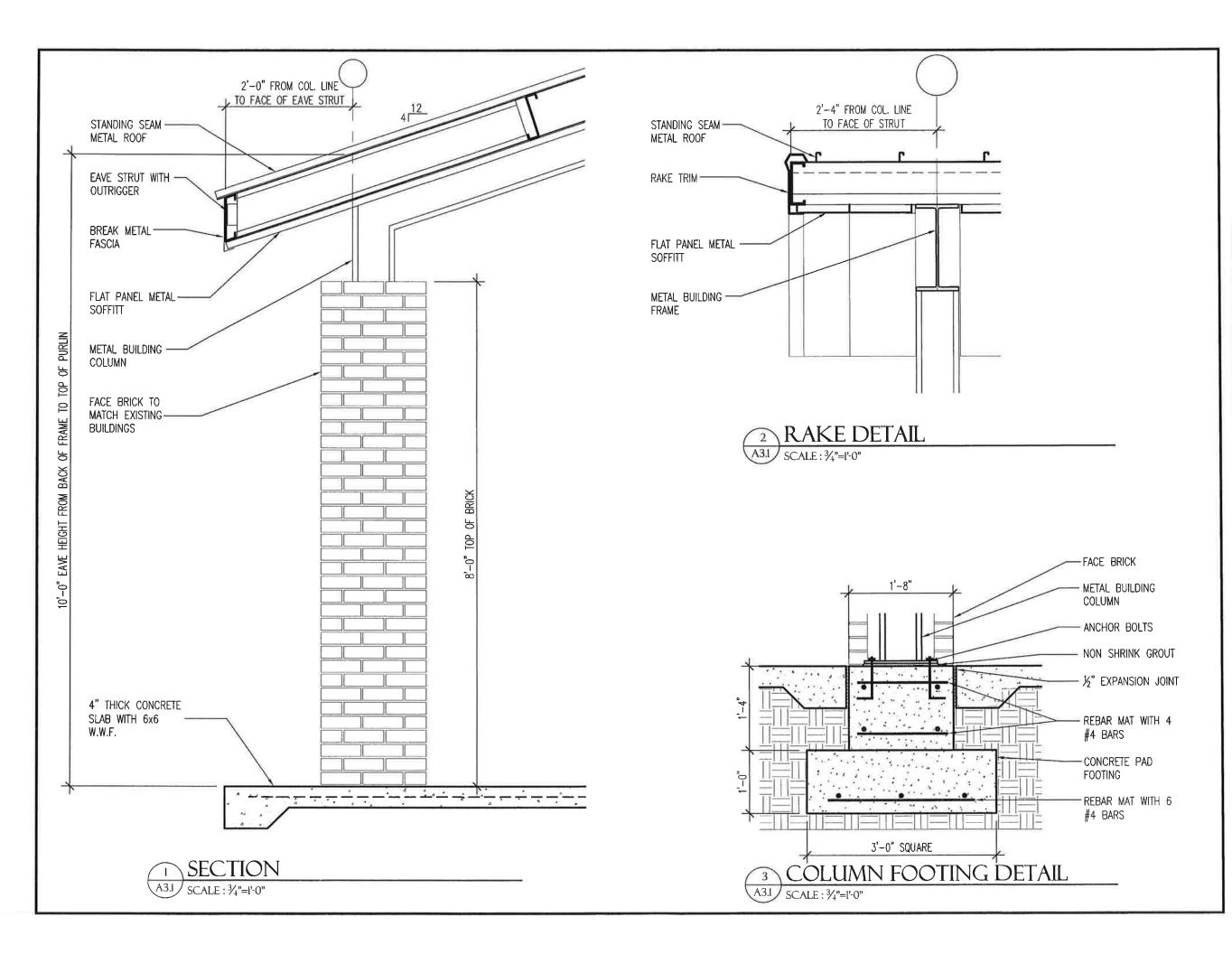
2 NORTH AND SOUTH ELEVATIONS
SCALE: 1/8"=1'-0"



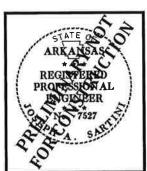
MAIN CAMPUS PICNIC SHELTER Little Rock, Arkansas Pulaski County



DATE: SEPT. 19, 2018 JOB NO: 42-51 DRAWN BY: KB REVISIONS:

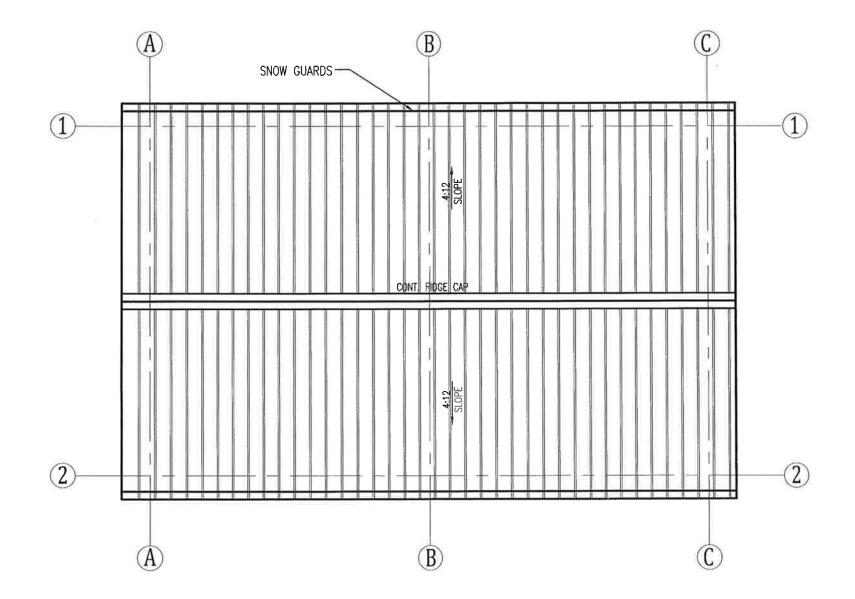






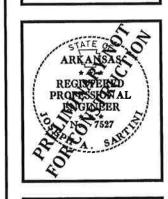
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DATE: SEPT. 19, 2018

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