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

	BIC	NVITATION				
id umber id Ope	Contract No. H-19-229P	<b>BID OPENING LOCATION</b> ARDOT Equipment and Procurement Division 11302 West Baseline Road Little Rock, AR 72209	ArD Proc P.O.	urement Box 226	Division	<b>DELIVER TO:</b> ARDOT Equipment and Procurement Division 11302 West Baseline Road Little Rock, AR 72209
ealed I elivery tachm	bids for furnishing the commodities and/or services described below, subje locations until the above-noted bid opening date and time, and then publi- tents when appropriate, or bids will be rejected. Late bids and unsigned	cly opened at the above-noted bid ad bids will not be considered.	opening loc	ation. Bic	ls must be s	ubmitted on this form, with
oposite	liance with this Bid Invitation and subject to all the Conditions thereof, the ur each item. Iny Name:	с с	-			ces are quoted, at the price set
	s:					
		Phone:		Fa	ax:	
ity:	State: Zip:	E-mail Address:				
ederal	Tax ID or Social Security No.:	Signature: Signature must be legib Unsigned bids will be re		ot photoco	opied) and in i	nk.
em No.	Description		Quantity	Unit	Unit Pric	e Amount
	<ul> <li>FOB: ARDOT – Maintenance Division, Sign Shop, 1130</li> <li>ALL OR NONE BIDS ONLY WILL BE CONSIDER</li> <li>All bidders should complete and return the Eligible Bid</li> <li>Bid Conditions – Item 18), Restriction of Boycott of Isr</li> <li>Bid Conditions – Item 17) issued with this bid. The submission. Forms do not need to be submitted again, du</li> <li>The Department is not obligated to purchase any specific It is estimated that approximately 500,000 lbs. of materi minimum of 132,000 lbs. with delivery to be made within</li> <li>The Bid Invitation, Bid Form and Specifications are pare effectively as if set forth in detail herein.</li> <li>It shall be understood that by submission of bid that bidd the Department either in whole or in part, shall conside hereto agree that this contract in all things shall be governed.</li> <li>Should there be a conflict between Standard Bid Conditi latter shall prevail.</li> </ul>	ED. der Certification (Attachm ael Certification and Illega ese forms are kept on file uring that time, unless there c quantity or make purchas al will be purchased during n 30 days. rts of the contract and by the er agrees to the conditions er this bid a contract agree ned by the Laws of the Star	hent A), D al Immigra e and ren e is a statu ses at any g the one his refere herein sp ement bou te of Arka	Disclosur ant Cert hain cur is chang specific year per nce are ecified a und und insas.	ification (s rent for c e. time duri riod. A ty incorpora and, if bid er these co	see Page 2 of Standard one year from date of ng the contract period. pical order would be a ted herein as fully and is found acceptable by onditions. The parties
	<b>Bid Bond</b> in the amount of \$500.00 required of all bide checks are not acceptable as Bid Bonds. See Condition <b>Performance Bond</b> in an amount to be determined by the prior to providing goods/services. <u>Personal and compa</u> Page 1 of Standard Bid Conditions.	n 4 on Page 1 of Standard he Department, not to excee	Bid Cond ed \$5,000	itions. .00, will	be require	ed of successful bidder

Bids and Specifications are available on-line by going to the ARDOT Web Site – <u>www.ardot.gov</u> 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.		
12-21		

## ARKANSAS STATE HIGHWAY COMMISSION LITTLE ROCK, ARKANSAS ARDOT - EQUIPMENT & PROCUREMENT DIVISION

Bid No. H-	19-229P	BIDDER:					
ITEM NO.	DESCRIPTION	UNIT	AMOUNT				
1.	Yellow (Spray)	per lb. \$					
2.	White (Spray)	per lb. \$					
Ther	rmoplastic Pavement Marking Materi	al proposed to furnish:					
Item	1 – Brand	No					
Item	2 - Brand	No					

<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 Highway Department 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.

## **ARKANSAS STATE HIGHWAY COMMISSION**

## **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@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.
- 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

SUBCONTRACTOR: SUBCONTRACTOR NAME: SUBCONTRACT	
BIDDER INFORMATION: IS THIS FOR:	
TAXPAYER ID NAME: Goods? Services? Both?	
YOUR LAST NAME: FIRST NAME:	M.I.:
ADDRESS:	
CITY: STATE: ZIP CODE:	COUNTY:
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 Member, or State Employee:	of the General Assembly, Constitutional Officer, State Board or Commissic
Mark ( V ) Name of Position of Ion Held   For How Long?	is the person(s) name and how are they related to you? , Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)
Former         Current         Former         (senator, representative, name of board/ commission, data entry, etc.)         From         To           MM/YY         MM/YY </td <td>Person's Name(s) Relation</td>	Person's Name(s) Relation
General Assembly	
Constitutional Officer	
State Board or Commission	
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 For How Long?		w Long?	What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?				
r osition ricit	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										
Commission Member										
State Employee										

**Over a series None of the above applies** 

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 Pers	son	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: \_\_\_\_\_

# **ILLEGAL IMMIGRANT CERTIFICATION**

Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) **shall** 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	
AASIS Number	N/A
Description	
Contractor name	

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

## ARKANSAS DEPARTMENT OF TRANSPORTATION

### **SPECIFICATIONS FOR WHITE AND YELLOW**

## THERMOPLASTIC PAVEMENT MARKING MATERIAL

**DESCRIPTION:** This specification covers a reflectorized thermoplastic pavement striping material that is applied to the road surface in a molten state at 60 - 120 mil thickness by mechanical means (either spray or extrusion application) with surface application of glass beads at a rate specified by the purchaser. Upon cooling to normal pavement temperature, it produces an adherent reflectorized stripe capable of resisting deformation by traffic.

**SPECIFIC REQUIREMENTS:** For spray application material or extrusion application material the binder shall be an alkyd material. The glass beads for intermix shall be uncoated.

**GENERAL REQUIREMENTS:** The material shall meet the requirements of AASHTO M 249 with the following exceptions on yellow materials.

Color Specifications										
Color Specification Limits -Daytime										
Initial										
		Chro	omaticity	Coordin	nates			Luminance I	Factor, Y(%)	
1 2		2	3		4		min	max		
х	У	Х	у	Х	у	Х	у			
0.499	0.466	0.545	0.455	0.518	0.432	0.485	0.454	40.0	60.0	

Initial daytime color determination will be made in accordance with the requirements of AASHTO T 250. Values shall be evaluated on material without the drop-on beads.

Color Specification Limits -Daytime										
Retained										
Chromaticity Coordinates										
]	1		2		3	4				
х	у	Х	у	х	у	х	у			
0.560	0.440	0.490	0.510	0.420	0.440	0.460	0.400			

Retained daytime color limits shall conform to the specifications for a minimum of ninety days for construction pavement markings and one year for all other markings. Retained readings will be determined on a beaded surface in accordance with the requirements of ASTM E 2366.

Color Specification Limits -Nighttime										
Initial with drop-on beads										
Chromaticity Coordinates										
1		2		3		4				
x	У	Х	У	Х	У	х	у			
0.575	0.425	0.508	0.415	0.473	0.453	0.510	0.490			

Initial nighttime color limits will be determined in accordance with the requirements of ASTM E 2367 on a beaded surface.

The pigments used for the pavement marking material compound shall not contain any compounds that will exceed the values listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1.

# ARKANSAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR WHITE AND YELLOW THERMOPLASTIC PAVEMENT MARKING MATERIAL

**PACKAGING:** The thermoplastic shall be furnished in moisture-proofed plastic bags securely fastened on portable wooden pallets. The pallets shall be no greater than 42" in one direction and no greater than 48" in the other direction. The pallet shall have sufficient structural strength to hold the thermoplastic material and allow for stacking full pallets at least three high. The bags shall be composed of material compatible with molten thermoplastic material meeting this specification. The bags shall be stacked 40 sacks per pallet . The pallets shall be shrink wrapped with a minimum of 5 mil plastic using the heat method.

Each bag of material shall be stenciled with the manufacturer's name, the type of material and specification number, the month and year the material was packaged and lot number. Lot numbers must begin with the last two digits of the year manufactured and be sequential. The letters and numbers used in the stencils shall be a minimum of 13 mm (1/2 inch) in height.

The material shall be furnished in bags which will not adhere to the product during shipment and storage. Each bag of pavement marking material shall weigh approximately 22.7 kg (50 lbs.). Each bag shall designate the color, binder (alkyd), spray and user information. The label shall warn the user that the material shall be heated in the range of  $177^{\circ} - 218^{\circ} C (350^{\circ} - 425^{\circ} F)$ .

The material shall meet the requirements of this specification for a period of one year. The material must also meet uniformly with no evidence of skins or unmelted particles for this one year period. Any material not meeting the above requirement shall be replaced by the manufacturer.