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

Bid Numbe	r: <u>M-20-021R</u>	BID OPENING LOCATION: ARDOT Equipment & Procurement Division	MAIL TO: ARDOT Equipment & Procurement Division	DELIVER TO: ARDOT Equipment & Procurement Division					
Bid Op	ening Date: <u>March 17, 2020</u> Time: <u>11:00 a.m.</u>	11302 West Baseline Road Little Rock, AR 72209	P.O. Box 2261 Little Rock, AR 72203	11302 West Baseline Road Little Rock, AR 72209					
mail an	bids for furnishing the commodities and/or services described below, subj d delivery locations until the above-noted bid opening date and time, and the m, with attachments when appropriate, or bids will be rejected. Late be	ed bid opening location. Bids							
	pliance with this Bid Invitation and subject to all the Conditions thereof, the eset opposite each item.	undersigned offers and agrees to furn	ish any and all items upon wh	nich prices are quoted, at					
Comp	any Name:	Name (Type or Print):							
Addre	SS:	Title:							
			Fax:						
City:	State: Zip:	E-mail Address:							
Federa	al Tax ID or Social Security No.:	Signature: Signature must legible, ori Unsigned bids will be rejer	ginal (not photocopied) and in cted.	ink.					
Item No.	Descriptio	n							
110.	14 Items – Mineral Aggregate Class 4 – to be stockpiled	at the locations listed on the	attached sheet.						
	Material furnished must meet the requirements of ARDOT 403.02 2014 Edition. Subsection 105.04, 106.03, 106.04, (Specifications are accessible on our web site at www.ardo top of the Bid Form Sheet. If Bidder's Mineral Aggregate present a written certification for compliance of specification Unit price must be bid or bid will be rejected. Quantity maincrease or decrease shall not exceed 5% of total bid price Division. All material shall be tested by the Vendor/Contractor at the meeting ARDOT Specifications prior to being delivered to ARDOT to determine compliance with the specifications. delivery of this material. <u>All material shall be delivered I</u> the District Engineer ten days before commencing delivery complete. No Friday Deliveries.	106.08, 108.07, 109.01, 109.0 <u>t.gov</u>) Bidder must list their Se source listed is not on the QPI ons. by be increased or decreased as except on written approval fro e plant and certified in writing, a designated stockpile site. Ar Date of award of contract shall by May 14, 2020. The success , and shall make continuous ga	22 will also be in effect. burce – Quarry at the for Mineral Aggregate. a determined by the ARD m the Equipment and Pr as directed by the Engin y materials may be retes be considered the work sful bidder will be requi	, Bidder must POT, but rocurement neer, as sted by c order date for red to notify work is					
	All bidders should complete and return the Eligible Bidder Certification (Attachment A) Disclosure Form (see Page 2 of Standard Conditions – Item 18) Restriction of Boycott of Israel Certification and Illegal Immigrant Certification (see Page 2 of Standard Bid Conditions – Item 17) issued with this bid.								
	 Bid Bond in the amount of 5% of total bid price required a company checks are not acceptable as Bid Bonds. See C Performance Bond in the amount of 5% of total price will Personal and company checks are not acceptable as Performance. Bids and Specifications are available on-line by going to th "Commodities and Services Bids/Contracts Information". bid/contract. If you have any questions, call this office at 5 	Condition 4 on page 1 of Stand l be required of successful bide formance Bonds. See Condi and ARDOT Web Site – <u>www.an</u> Tabulations will also be availa	lard Bid Conditions. der prior to providing go tion 4 on page 1 of Stan dot.gov and clicking or	oods/services. dard Bid					

05-08

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

Bid No. M-20-021R

BIDDER:_____

SUPPLY QUARRY/PIT: _____

ITEM N	O. DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
1.	Deliver to: 4.1 Miles East of the Jct. of Hwy. 256 and Earl Chadick Rd., Near Wright, AR Jefferson Co. (32-1333) (2-051)	622	tn		
2.	Deliver to: 1.0 Miles East of Jct. of Hwy. 46 & Hwy. 229 at Leola (Frazier Mill) Grant Co. (32-1332) (2-050)	399	tn		
3.	Deliver to: Corner of Hwy. 160 & Main Street, Portland, AR Ashley Co. (32-1140) (2-036)	485	tn		
4.	Deliver to: 2.0 Miles West of Jct. of Hwy. 133 & Hwy. 8 (Flat Creek Bridge) Ashley Co. (32-1141) (2-048)	835	tn		
5.	Deliver to: 2.83 Miles East of Jct. of Hwy. 165 & Hwy. 144 at Bridge, End Log Mile 1.86 Ashley Co. (32-1142) (2-038)	117	tn		
6.	Deliver to: 5.7 Miles West of Jct. of Hwy. 65 & Hwy. 160, Near Chicot Jct. Chicot Co. (32-1143) (2-037)	739	tn		
7.	Deliver to: 2.83 Miles East of Jct. of Hwy. 165 & Hwy. 144 at Bridge, End Log Mile 1.86 Chicot Co. (32-1144) (2-039)	352	tn		
8.	Deliver to: 4.0 Miles East of Jct. of Hwy. 165 & Hwy. 44 Arkansas Co. (28-1145) (2-040)	740	tn		

ITEM N	O. DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
9.	Deliver to: ¹ / ₂ Mile West of Jct. of Hwy. 11 & Hwy. 276 (One Horse Store) Arkansas Co. (32-1146) (2-041)	997	tn		
10.	Deliver to: 9.0 Miles North of Sherrill, Jct. of State Farm Rd. & Hwy. 31 Jefferson Co. (32-1147) (2-042) (2-043) (2-044)	1286	tn		
11.	Deliver to: 8.2 Miles West of Jct. of Hwy. 425, (Whitehall) Drew Co. (32-1148) (2-045)	1535	tn		
12.	Deliver to: 2 Miles East of Winchester at Jct. of Hwy. 138 & Hwy. 159 Desha Co. (32-1149) (2-046)	567	tn		
13.	Deliver to: 3.0 Miles West of Jct. of Hwy. 222 & Hwy. 229 on Hwy. 222, South of Poyen Grant Co. (32-1150) (2-047)	673	tn		
14.	Delivered to: 1.5 Miles East of Jct. of Hwy. 30 & Hwy. 212(Radio Tower) Lincoln Co. (32-1151) (2-049)	784	tn		

Bid Total: _____

ARKANSAS STATE HIGHWAY COMMISSION (ARDOT)

SPECIAL PROVISION

LIQUIDATED DAMAGES

As specified in the Contract, liquidated damages for this project will be as shown in the following table:

WORKING DAY PROJECTS

ORIGINAL CONT	RATE							
FROM MORE THAN	TO AND INCLUDING							
\$ 0	\$ 50,000	\$ 400						
50,000	100,000	700						
100,000	500,000	800						
500,000	1,000,000	1,100						
1,000,000	2,000,000	1,300						
2,000,000	5,000,000	1,500						
5,000,000	10,000,000	1,900						
10,000,000	15,000,000	2,000						
15,000,000	20,000,000	2,100						
20,000,000		2,500						

FIXED DATE PROJECTS

ORIGINAL CONT	RATE	
FROM MORE THAN		
\$ 0	\$ 50,000	\$ 90
50,000	100,000	100
100,000	500,000	200
500,000	1,000,000	250
1,000,000	2,000,000	320
2,000,000	5,000,000	400
5,000,000	10,000,000	600
10,000,000		750

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 4. 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.

ARDOT - STANDARD BID CONDITIONS

- 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 <u>do not</u> 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:_____

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 currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in § 25-1-503* If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing.

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

Name of public entity	Arkansas Department of Transportation
Description of product or service	
Contractor name	

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

"Public Entity" means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.

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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: _____

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the	e following ir	nformation	may result in a delay in obtaining	g a contract, le	ease, purcha	se agreement, or grant award with any Arkansas State Agency.		
	SUBCONTRACT	OR NAME:						
🗆 Yes 🔲 No								
			IS THIS FOR:					
TAXPAYER ID NAME:			□ Goods? □	Services?	🗆 Bo	oth?		
YOUR LAST NAME:			FIRST NAME:			M.I.:		
ADDRESS:								
CITY:			STATE:		ZIP CODE:	COUNTY:		
AS A CONDITION O	- OBTAIN	NING. EX	TENDING. AMENDING	. OR RENI	EWING A	CONTRACT, LEASE, PURCHASE AGREEMENT, OI	R GRANT AWARD	
			CY, THE FOLLOWING IN					
				FOR I	NDIVIC	OUALS*		
Indicate below if: you, you Commission Member, or Si	•		er, sister, parent, or child of you	or your spou	use is a curr	ent or former: member of the General Assembly, Constitutional C)fficer, State Board or	
Position Held	Mark		Name of Position of Job Held	ield I For How Long?		What is the person(s) name and how are they relate (i.e., Jane Q. Public, spouse, John Q. Public, Jr., ch		
Position Held	Current	Former	(senator, representative, name of board/ commission, data entry, etc.)	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 ap	plies		·	•				
			FOF	R AN EN	ΝΤΙΤΥ (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?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?			
Position neid	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									

□ 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 Perso	on	Title		Phone No
Agency Use Only Agency Number	Agency Name	Agency Contact Person	Contact Phone No.	Contract or Grant No.