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

nber:	M-20-026R	BID OPENING LOCATION: ARDOT Equipment &	MAIL TO: ARDOT Equipment &	DELIVER TO: ARDOT Equipment &
		Procurement Division	Procurement Division	Procurement Division
Openii	ng Date: March 17, 2020 Time: 11:00 a.m.	11302 West Baseline Road Little Rock, AR 72209	P.O. Box 2261 Little Rock, AR 72203	11302 West Baseline Road Little Rock, AR 72209
led bid and de form,	ds for furnishing the commodities and/or services described below, s lelivery locations until the above-noted bid opening date and time, an with attachments when appropriate, or bids will be rejected. Lat noe with this Bid Invitation and subject to all the Conditions thereof,	ubject to the Standard Bid Conditions of did then publicly opened at the above-note to bids and unsigned bids will not be come and the state of the	this bid invitation will be rece ad bid opening location. Bids onsidered.	must be submitted on
price se	et opposite each item.	-		·
npany	y Name:	Name (Type or Print):_		
lress:		Title:		
		Phone:	Fax:	
/:	State: Zip:	E-mail Address:		
leral T	ax ID or Social Security No.:	Signature:		
		Signature must legible, ori Unsigned bids will be reject	ginal (not photocopied) and in ted.	n ink.
m).	Descrip	ition		
	12 Items – Mineral Aggregate Class 2 – to be stockpil	ed at the locations listed on the	attached sheet.	
Uiii D	All bidders should complete and return the Eligible Bidders are should complete and return the Eligible Bidders should complete and return the Eligible Bidders was more site at www.ar op of the Bid Form Subscription on the Bid Form Subscription of the Bidders should complete and return the Eligible Bidders should complete and return the Eligible Bidders are considered and return the Eligible Bidders should complete and return the Eligible Bidders should should be size and return the Eligible Bidders should should be size and return the Eligible Bidders should should be size and return the Eligible Bidders should should be size and return the Eligible Bidders should should be size and return the Eligible Bidders should be size and si	dot.gov) Bidder must list their Sotte source listed is not on the QPI ations. may be increased or decreased as the except on written approval from the plant and certified in writing, to a designated stockpile site. And is. Date of award of contract shall divithin 30 days after award. It is delivery, and shall make continuous divides the source of th	ource – Quarry at the for Mineral Aggregate determined by the ARE the Equipment and Properties as directed by the Engine y materials may be retermed be considered the work. The successful bidder winuous gainful delivery	DOT, but rocurement neer, as sted by a order date for will be required until the work
S	Standard Conditions – Item 18) Restriction of Boycott of Standard Bid Conditions – Item 17) issued with this bid.	f Israel Certification and Illegal I		_
P P C	Bid Bond in the amount of 5% of total bid price required company checks are not acceptable as Bid Bonds. See Performance Bond in the amount of 5% of total price were resonal and company checks are not acceptable as Econditions. Bids and Specifications are available on-line by going to	e Condition 4 on page 1 of Stand will be required of successful bide Performance Bonds. See Condition	ard Bid Conditions. the prior to providing gotion 4 on page 1 of Stan	oods/services. dard Bid

05-08

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

Bid No.	M-20-026R	BIDDER:

SUPPLY QUARRY/PIT: _____

		_			
ITEM NO	O. DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
1.	Deliver to: Travel 9 Miles from the Jct. of Hwy. 7 and Hwy. 298, Stockpile on the Left Side Garland Co. (36-2100) (6-034)	1115	tn		
2.	Deliver to: I-40 West to Exit 153A, Travel Hwy. 107 North for 10.7 Miles Until the Back Gate of the Air Force Base is Reached. Stockpile is past the gate on the right side. Pulaski Co. (36-2101) (6-036)	998	tn		
3.	Deliver to: From Hwy. 67/167, Take Exit 21, Travel West on Hwy. 38 for 2.4 Miles, Turn North (Left) onto Hwy. 319 for 1.8 Miles. Stockpile on the Left at Ward Water Tower. Lonoke Co. (36-2102) (6-037)	1154	tn		
4.	Deliver to: I-40 East to Exit 202, Biscoe. Travel Hwy. 33 South for 2 Miles. Stockpile on the left side. Prairie Co. (36-2103) (6-038)	284	tn		
5.	Deliver to: From I-40, Take Exit 183. Travel South on Hwy. 13 for 18 Miles. Stockpile on the left side before Hwy. 13 & Hwy. 165 Int. (Big Gravel Parking Lot) Lonoke Co. (36-2104) (6-039)		tn		
6.	Deliver to: From I-40, Take Hwy. 67/167 North, Exit 16B onto Hwy. 5 North For 7.5 Miles. Stockpile on the right side. Lonoke Co. (36-2105) (6-040)	856	tn		
7.	Deliver to: Travel 21.2 Miles from the Jct. of Hwy. 7 & Hwy. 298. Stockpile on the left side. Garland Co. (36-2106) (6-041)	1099	tn		

ITEM NO	D. DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
8.	Deliver to: I-40 East Take Exit 193, Hazen. Head Sout For 2.5 Miles to Hwy. 70. Turn Left, 2 Miles Take Hwy. 63 South for 7.5 Miles to Hwy. 86 West for 2.4 Miles, Hwy. 343, Left 0.2 Miles. Stockpile on the left side Prairie Co. (36-2107) (6-042)		tn		
9.	Deliver to: I-40 East Take Exit 193, Hazen. Head South For 2.5 Miles to Hwy. 70, Turn Left, 2 Miles, Take Hw 63 South for 7.5 Miles to Hwy. 86 West for 2.4 Miles the Hwy. 343, Left 0.2 Miles. Stockpile on the Left Side. Prairie Co. (36-2108) (6-044)	y.	tn		
10.	Deliver to: Hwy. 222, On the Right Side, 6 Miles from Hwy. 51 by the Dallas Co. Line, North. Hot Springs Co. (36-2109) (6-045)	1044	tn		
11.	Deliver to: Travel West on Hwy. 70 to Mile Marker 9.60, Stockpile on the corner of Adam Brown Rd. & Hwy. 70. Garland Co. (36-2110) (6-046)	946	tn		
12.	Deliver to: Hwy. 222, on the Right Side. 6 Miles from Hwy. 51 by the Dallas County Line, North. Hot Springs Co. (36-2111) (6-047)	329	tn		

Bid Total:

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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 CO	RATE	
FROM MORE THAN		
\$ 0	\$ 50,000	\$ 400
50,00	0 100,000	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	0 \$ 50,000			
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

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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).
- 2. **ACCEPTANCE AND REJECTION:** ARDOT reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the State.
- 3. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
- 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:

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.

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:		Date:	
Signature must be hand written, in ink			

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of th	ne following	g informatio	n may result in a delay in obtainin	g a contrac	ct, lease, pu	rchase agreer	ment, or grant award with any Arkansas State Agency.		
SUBCONTRACTOR: ☐ Yes ☐ No	SUBCONTRA	ACTOR NAME:							
☐ Yes ☐ No			IC THIS FOR						
			IS THIS FOR:						
TAXPAYER ID NAME:			☐ Goods?	☐ Service	es?	Both?			
YOUR LAST NAME:			FIRST NAME:				M.l.:		
ADDRESS:									
CITY:			STATE:		ZIP COD	E:	COUNTY:		
AS A CONDITION O	E ORTA	INING F	YTENDING AMENDING	OPPE	NEW/IN	S A CONT	TRACT, LEASE, PURCHASE AGREEMENT	T OP GPANT AL	MAPD
			ICY, THE FOLLOWING IN					I, ON GRANT AV	VAND
WIIII ANI ANNANS	<i>7</i> 73 317	TE AGEN	ici, iiil i ollowing ii						
				FOR	INDIV	IDUAL	5 *		
Indicate below if: you, you Commission Member, or !			ner, sister, parent, or child of yo	u or your s	pouse is a	urrent or fo	ormer: member of the General Assembly, Constitution	onal Officer, State Bo	ard or
Position Held	Mark (✓)		Name of Position of Job Hel	Held For How 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.)	
1 osition field	Current	Former	(senator, representative, name of board/ commission, data entry, etc	l l	-	(Person's Name(s)	Re	elation
General Assembly									
Constitutional Officer									
State Board or Commission Member									
State Employee									
☐ None of the above a	pplies				•				
			FO	R AN	ENTIT	/ (BUSI	NESS)*		
Indicate below If any of th	ne followin	g persons,	current or former, hold any posi	tion of cor	ntrol or hol	d any owner	ship interest of 10% or greater in the entity: memb	er of the General Ass	embly,
Constitutional Officer, Sta	te Board o	or Commissi	on Member, State Employee, o	r the spous	se, brother,	sister, parer	nt, or child of a member of the General Assembly, C	Constitutional Officer,	State Board
or Commission Member,	or State En	nployee. Po	sition of control means the pov	ver to direc	ct the purcl	nasing policie	es or influence the management of the entity.		
Docition Hold	Mark	<(✓)	Name of Position of Job Held	eld 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 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									

Commission Member State Employee

[☐] None of the above applies

Contract and Grant Disclosure and Certification Form

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

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

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

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

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

Signature Vendor Contact Person				Date Phone No
Agency Use Only Agency Number	Agency Name	Agency Contact Person	Contact Phone No.	Contract or Grant No.