# ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT EQUIPMENT AND PROCUREMENT DIVISION BID INVITATION

Bid Number:         M-13-021P           Bid Opening Date:         October 9, 2012         Time: 11:00 a.m.		BID OPENING LOCATION: AHTD Equipment & Procurement Division 11302 West Baseline Road Little Rock, AR 72209	HTD Equipment & AHTD Equipment and Procurement Division Procurement Division P.O. Box 2261 Little Rock, AR 72209		nt and AHT vision Prod 1130 72203 Little	Procurement Division 11302 West Baseline Road Little Rock, AR 72209			
delivery attachr	bids for furnishing the commodities and/or services described below, subjections until the above-noted bid opening date and time, and then publications when appropriate, or bids will be rejected. Late bids and unsignated biliance with this Bid Invitation and subject to all the Conditions thereof, the unitary biliance with this Bid Invitation and subject to all the Conditions thereof, the unitary biliance with this Bid Invitation and subject to all the Conditions thereof, the unitary biliance with this Bid Invitation and subject to all the Conditions thereof.	icly opened at the above-noted bid ed bids will not be considered.	opening loca	tion. <b>Bid</b>	ls must be sub	mitted on this fo	orm, with		
opposit	e each item.								
	any Name:								
Addre	SS:								
City	State: Zip:								
	al Tax ID or Social Security No.:								
reuera	arrax ID of Social Security No	Signature: Signature must be legible Unsigned bids will be reje		t photoco	opied) and in ink.				
Item No.	Description		Quantity	Unit	Unit Price	Amount			
1.	60" Reinforced Concrete Pipe Culverts 8 Ft. Sections (Class III)		480	LF					
	Material furnished must meet the requirements of the Arkansas Highway & Transportation Department Standard Specifications for Highway Construction, Section 606, 2003 Edition. (Specifications are accessible on our web site at <a href="https://www.arkansashighways.com">www.arkansashighways.com</a> .)  FOB: On Hwy. 332 approx. 2 miles West of Jct. Hwy. 332 & 67 in  Prescott, Arkansas – Nevada County								
	Contact: Kenny Bennett (870) -777-3457								
	If any literature and/or specifications of items of specifically noted, corrected and submitted with	1	ecificatio	ons, th	e conflict(	s) shall be			
	Bid Bond in the amount of 5% of total bid prejected. Personal and company checks are bid invitation.  Performance Bond in the amount of 5% of providing goods/services. Personal and company Condition 3 on page 2 of the invitation.	not acceptable as Bio	d Bonds e requir	s. See ed of	e Condition	n 3 on pag  I bidder pr	e 2 of		
	The successful bidder will be required to comp	plete delivery within 15	days aft	ter aw	ard.				
	Bids and Specifications are available on-line by and clicking on "Commodities and Services Bithis site within 72 hours after bid opening. If y	ids/Contracts Information	on". Tal	oulatio	ons will als	so be availa			

TOTAL BID

(33-0486) 28-2

#### STANDARD BID CONDITIONS

#### M-13-021P

- 1. **ACCEPTANCE AND REJECTION:** The Arkansas State Highway and Transportation Department (AHTD) 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.
- 2. **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 AHTD or fails to honor their bid. 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). 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.
- 4. **TAXES:** The AHTD 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 AHTD as an addition thereto, and should be added to the billing to the AHTD. The AHTD 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 AHTD.
- 5. "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.
- 6. **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.
- 7. **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.
- 8. **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.
- 9. **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.
- 10. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of AHTD request, and free demonstrations within 30 days, unless AHTD 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 AHTD. 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.
- 11. **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.
- 12. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the AHTD, as soon as possible, of the reason for any delay and the expected delivery date. The AHTD has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
- 13. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by AHTD after delivery. Default in promised delivery or failure to meet specifications authorizes the AHTD 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.
- 14. **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).

# ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

## NOTICE OF NONDISCRIMINATION

State Highway and Transportation The Arkansas (Department) complies with all civil rights provisions of and related authorities that prohibit federal statutes discrimination in programs and activities receiving federal Therefore the Department does not financial assistance. discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in the Department's programs and activities, as well the Department's hiring or employment practices. as Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed Section Head Joanna P. Nelson 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.nelson@arkansashighways.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

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### ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

### **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 CONTRACT AMOUNT						
FROM MORE THAN	TO AND INCLUDING	RATE				
\$ 0	\$ 50,000	\$ 400				
50,000	100,000	700				
100,000	500,000	800				
500,000	1,000,000	1100				
1,000,000	2,000,000	1300				
2,000,000	5,000,000	1500				
5,000,000	10,000,000	1900				
10,000,000	15,000,000	2000				
15,000,000	20,000,000	2100				
20,000,000		2500				

## **FIXED DATE PROJECTS**

ORIGINAL CONTRACT AMOUNT							
FROM MORE THAN	TO AND INCLUDING	RATE					
\$ 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					