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

Contract Jumber:	H-18-214J	ArDOT Equipment &	MAIL TO: ArDOT Equipment and	DELIVER TO:  ArDOT Equipment &
		Procurement Division	Procurement Division	Procurement Division
		11302 West Baseline Road	P.O. Box 2261	11302 West Baseline Road
Bid Opening D	Pate: November 7, 2017 Time: 11:00 a.m.	Little Rock, AR 72209	Little Rock, AR 72203	Little Rock, AR 72209
and delivery lo	or furnishing the commodities and/or services described below, subcations until the above-noted bid opening date and time, and then ents when appropriate, or bids will be rejected. Late bids and i	publicly opened at the above-noted bid	d opening location. Bids mu	
In compliance price set oppos	with this $\operatorname{Bid}$ Invitation and subject to all the Conditions thereof, the site each item.	ne undersigned offers and agrees to ful	rnish any and all items upon	which prices are quoted, at the
Company Na	ame:	Name (Type or Print):		
Address:		Title:		
		Phone:	Fax:	
City:	State: Zip:	E-mail Address:		
Federal Tax I	ID or Social Security No.:	Signature:		
		Signature must be legible Unsigned bids will be reje	e, original (not photocopied) ected.	and in ink.
tem	Description			

Supply Contract for furnishing to the Arkansas Department of Transportation (hereafter called "ArDOT") **Corrugated Pipe Culvert** at pricing set forth on the attached Bid Form for the period beginning January 1, 2018 thru June 30, 2018.

FOB – Statewide

The Bid Invitation, Bid Form and Bid Information are parts of the contract and by this reference are incorporated herein as fully and effectively as if set forth in detail herein.

It shall be understood that by submission of bid that bidder agrees to the conditions herein specified and, if bid is found acceptable by ArDOT either in whole or in part, shall consider this bid a contract agreement bound under these conditions. The parties hereto agree that this contract in all things shall be governed by the Laws of the State of Arkansas.

All bidders should complete and return the Eligible Bidder Certification (Attachment A) and Disclosure Form (see Page 2 of Standard Bid Conditions – Item 18) issued with this bid. A current copy of the DFA Illegal Immigrant Contractor Disclosure Certification (see Page 2 of Standard Bid Conditions – Item 17) should also be submitted with bid. These forms are kept on file and remain current for one year from date of submission. Forms do not need to be submitted again, during that time, unless there is a status change.

**Bid Bond** in the amount of \$500.00 required of all bidders at time of bid opening or bid will be rejected. **Personal and company checks are not acceptable as Bid Bonds.** See Condition 4 on page 1 of Standard Bid Conditions. **Performance Bond** in an amount to be determined by ArDOT, not to exceed \$5,000.00, will be required of successful

bidder prior to providing goods/services. <u>Personal and company checks are not acceptable as Performance Bonds</u>. See Condition 4 on page 1 of Standard Bid Conditions.

#### ALL OR NONE BIDS WILL NOT BE CONSIDERED.

TWO SIGNED COPIES OF BID INVITATION AND BID FORM MUST BE SUBMITTED. PLEASE PROVIDE <u>THREE</u> ADDITIONAL COPIES TO EXPEDITE DISTRIBUTION OF INFORMATION TO PARTICIPATING BIDDERS.

Bids and Specifications are available on-line by going to the ArDOT Web Site – <a href="www.arkansashighways.com">www.arkansashighways.com</a> 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.

#### 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 quarantee 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 quarantee 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
2.g.illiure
TITLE:

# CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

<u>WITH ANY ARKANSAS STATE</u>	IS THIS FOR:  Goods?  FIRST NAME:  STATE:		COUNTY:  NTRACT, LEASE, PURCHASE AGREEMENT, O	R GRANT AWARD
DUR LAST NAME:  DURESS:  TY:  S A CONDITION OF OBTAINE  VITH ANY ARKANSAS STATE	FIRST NAME:  STATE:  ING, EXTENDING, AMENDING	ZIP CODE: G, OR RENEWING A COI	COUNTY: NTRACT, LEASE, PURCHASE AGREEMENT, O	R GRANT AWARD
DUR LAST NAME:  DDRESS:  TY:  AS A CONDITION OF OBTAINA  WITH ANY ARKANSAS STATE	FIRST NAME:  STATE:  ING, EXTENDING, AMENDING	ZIP CODE: G, OR RENEWING A COI	COUNTY: NTRACT, LEASE, PURCHASE AGREEMENT, O	R GRANT AWARD
OUR LAST NAME:  ODRESS:  TY:  S A CONDITION OF OBTAINA  VITH ANY ARKANSAS STATE	FIRST NAME:  STATE:  ING, EXTENDING, AMENDING	ZIP CODE: G, OR RENEWING A COI	COUNTY: NTRACT, LEASE, PURCHASE AGREEMENT, O	R GRANT AWARD
S A CONDITION OF OBTAIN VITH ANY ARKANSAS STATE	STATE: ING, EXTENDING, AMENDING	, OR RENEWING A COI	COUNTY: NTRACT, LEASE, PURCHASE AGREEMENT, O	R GRANT AWARD
ODRESS: TY: IS A CONDITION OF OBTAINI VITH ANY ARKANSAS STATE	STATE: ING, EXTENDING, AMENDING	, OR RENEWING A COI	COUNTY: NTRACT, LEASE, PURCHASE AGREEMENT, O	R GRANT AWARD
ry: S A CONDITION OF OBTAINI VITH ANY ARKANSAS STATE	ING, EXTENDING, AMENDING	, OR RENEWING A COI	NTRACT, LEASE, PURCHASE AGREEMENT, O	R GRANT AWARD
S A CONDITION OF OBTAIN IITH ANY ARKANSAS STATE	ING, EXTENDING, AMENDING	, OR RENEWING A COI	NTRACT, LEASE, PURCHASE AGREEMENT, O	R GRANT AWARD
S A CONDITION OF OBTAIN VITH ANY ARKANSAS STATE	ING, EXTENDING, AMENDING	, OR RENEWING A COI	NTRACT, LEASE, PURCHASE AGREEMENT, O	R GRANT AWARD
VITH ANY ARKANSAS STATE				R GRANT AWARD
	AGENCY, THE FOLLOWING II	IFORMATION MUST BE	E DISCLOSED:	
	<u> </u>		E DISCLUSED.	
		FOR INDIVIDUA	<del></del>	
		FUK INDIVIDUA	VF2 .	
		u or your spouse is a current or	r former: member of the General Assembly, Constitutional	Officer, State Board or
ommission Member, or State Employe	e:		What is the person(s) name and how are they relat	ad to you?
Position Held Mark (	Name of Position of Job He	d For How Long?	(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)	
Current	Former (senator, representative, name of board/ commission, data entry, etc		Person's Name(s)	Relation
General Assembly				
constitutional Officer				
State Board or Commission Member				
State Employee				

Position Held	Mark	< ( ✓ )	Name of Position of Job Held	For Hov	w Long?	What is the person(s) name and what is his/her % of own what is his/her position of control		
r osition ricia	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		Title		Date
Vendor Contact P	Person	Title		Phone No
Agency Use Only Agency Number	Agency Name	Agency Contact Person	Contact Phone No.	Contract or Grant No.

## **BID FORM**

CONTRACT NO. <u>H-18-21</u>	4J	BIDI	DER	
All material furnished under 2014 and Standard Drawing www.arkansashighways.com	PCM-1 (Rev.	<b>-</b> •		DOT Standard Specifications of ble on our web site at
The size and thickness for allowed in accordance with	•		3 x 1/2 inch co	orrugations. Substitution will
Prices quoted shall be FOB regard to quantities included	• •	<u> </u>	rail, motor tran	sport or improved roads, witho
Prices are subject to discour	nt of	_% for payment of inv	oices within _	days.
	<u>CORRUGAT</u>	ED STEEL ROUND	PIPE CULVI	<u>ERT</u>
	Zinc Coa	ated (Galvanized)	Aspha	alt Coated
		Price per	<del></del>	Price per
	Item #	Linear Foot	Item#	Linear Foot
18" Diameter - 16 GA.	1.		7.	
24" Diameter - 16 GA.	2.		8.	
30" Diameter - 16 GA.	3.		9.	
36" Diameter - 14 GA.	4.		10.	
42" Diameter - 14 GA.	5.		11.	
48" Diameter - 14 GA.	6.	·	12.	
	Polymer Pre	ecoated Metallic Coate	d	
		Price per	<del>_</del>	
	<u>Item #</u>	Linear Foot		
18" Diameter - 16 GA.	13.			
24" Diameter - 16 GA.	14.			
30" Diameter - 16 GA.	15.			
36" Diameter - 14 GA.	16.			
42" Diameter - 14 GA	17			

48" Diameter - 14 GA.

60" Diameter - 14 GA.

18.

19.

## **BID FORM**

CONTRACT NO. H-1	18	3-21	4.
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BIDDER	
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# **CORRUGATED STEEL ARCH PIPE CULVERT**

	Zinc Coa	nted (Galvanized)	<u>Aspha</u>	lt Coated
		Price per		Price per
	<u>Item #</u>	Linear Foot	<u>Item #</u>	Linear Foot
21" x 15" (18") - 16 GA.	20.		26.	
28" x 20" (24") - 16 GA.	21.		27.	
35" x 24" (30") - 14 GA.	22.		28.	
42" x 29" (36") - 14 GA.	23.		29.	
49" x 33" (42") - 14 GA.	24.		30.	
57" x 38" (48") - 12 GA.	25.		31.	

# Polymer Precoated Metallic Coated

		Price per
	<u>Item #</u>	Linear Foot
21" x 15" (18") - 16 GA.	32.	
28" x 20" (24") - 16 GA.	33.	
35" x 24" (30") - 14 GA.	34.	
42" x 29" (36") - 14 GA.	35.	
49" x 33" (42") - 14 GA.	36.	
57" x 38" (48") - 12 GA.	37.	
66" x 51" (60") – 14 GA.	38.	

# ALUMINUM COATED ROUND CORRUGATED STEEL PIPE CULVERT

		Price per
	<u>Item #</u>	Linear Foot
18" Diameter - 16 GA.	39.	
24" Diameter - 16 GA.	40.	
30" Diameter - 16 GA.	41.	
36" Diameter - 14 GA.	42.	
42" Diameter - 14 GA.	43.	
48" Diameter - 14 GA.	44.	

### **BID FORM**

CONTRACT NO. H-18-214J	BIDDER
CONTRACT NO. 11-10-214j	DIDDEK

## ALUMINUM COATED ARCH CORRUGATED STEEL PIPE CULVERT

		Price per
	Item #	Linear Foot
21" x 15" (18") Diameter - 16 GA.	45.	
28" x 20" (24") Diameter - 16 GA.	46.	
35" x 24" (30") Diameter - 14 GA.	47.	
42" x 29" (36") Diameter - 14 GA.	48.	
49" x 33" (42") Diameter - 14 GA.	49.	
57" x 38" (48") Diameter - 12 GA.	50.	

Coupling Bands for the above shall be furnished as required and will be paid as follows:

18" - 36" Price of 1.0 Linear Feet of pipe of the specified diameter.

42" - 48" Price of 1.5 Linear Feet of pipe of the specified diameter.

## PLASTIC PIPE CULVERT

## **Polyethylene**

		Price per
	Item #	Linear Foot
18" Diameter	51.	
24" Diameter	52.	
30" Diameter	53.	
36" Diameter	54.	
42" Diameter	55.	
48" Diameter	56.	
60" Diameter	57.	

Coupling Bands for the above shall be furnished as required and will be paid as follows:

18" - 24" NO CHARGE

30" - 36" Price of 1.0 Linear Feet of pipe of the specified diameter.

42" - 60" Price of 1.5 Linear Feet of pipe of the specified diameter.

## **BID FORM**

CONTRACT NO. H-1	-10-4	14J
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# PLASTIC PIPE CULVERT

# Polypropylene

		Price per
	Item #	Linear Foot
18" Diameter	58.	
24" Diameter	59.	
30" Diameter	60.	
36" Diameter	61.	
42" Diameter	62.	
48" Diameter	63.	
60" Diameter	64.	

Coupling Bands for the above shall be furnished as required and will be paid as follows:

18" - 24" NO CHARGE

30" - 36" Price of 1.0 Linear Feet of pipe of the specified diameter.

42" - 60" Price of 1.5 Linear Feet of pipe of the specified diameter.

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- 1. The Arkansas Department of Transportation, hereinafter referred to as "ArDOT," will enter into a term contract with the successful bidder(s) to furnish Corrugated Pipe Culvert for the period set forth in the Bid Invitation.
- 2. A bid may be withdrawn, modified, or corrected by the bidder after it has been submitted provided written request to do so is filed with the Equipment and Procurement Division prior to the time set for opening bids. Telegrams, faxes or letters received before time set for opening bids will be accepted and attached to the unopened bid, and the bid will be considered withdrawn, modified, or otherwise changed accordingly. No proposal may be withdrawn, modified, corrected, or otherwise changed after the time set for opening bids.
- 3. Under terms of this contract, ArDOT is not obligated to purchase any specific quantity or to make purchases at any specific time during the contract period.
- 4. Where awards are made to corporations organized in states other than Arkansas, bidders shall at their own expense furnish a certified copy of certificate of authority and license to do business in Arkansas, which will remain on file with ArDOT. No contract will be executed in favor of such corporation until certificate shall have been furnished.
- 5. If a contract supplier is unable to load and start shipment of materials within seventy-two (72) hours after receipt of an individual order, he shall immediately notify the ordering District and ArDOT Equipment and Procurement Division in Little Rock. In such event, ArDOT shall have the right to cancel the order and purchase the material on the open market. Any increase in cost occasioned by purchasing the material from other than the contract supplier may be billed to the contract supplier or deducted from payments due. This provision is not intended to allow any supplier 72 hours to make shipments of material ordered where immediate shipment is designated and required to avoid loss to the State.
- 6. Invoices for material furnished should be submitted in quintuplicate to the headquarters of the District ordering the material. Invoices submitted to the Little Rock Central Office will cause delay in payments.
- 7. ArDOT reserves the right to cancel this contract, or any part thereof, upon giving the vendor fifteen days notice of its intent to terminate. The contract shall automatically terminate as of the date given in said notice. Otherwise, prices bid shall remain in effect for the contract term.
- 8. <u>Cooperative Purchasing</u>: Procedures are being developed to permit other tax-supported entities\* in Arkansas (cities, counties, state agencies, school districts, etc.) to purchase from 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.

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Should these procedures be approved during the term of this contract, each entity wishing to purchase from the Contract would make contact directly with the appropriate vendor(s). ArDOT 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. ArDOT 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.

