ARKANSAS STATE HIGHWAY COMMISSION

		ENT AND PROCUREMENT DIV BID INVITATION	ISION					
Contrac Numbe	II 10 0 11 D	BID OPENING LOCATION ArDOT Equipment and Procurement Division 11302 West Baseline Road Little Rock, AR 72209	ArDO Prod P.O.	L TO: DT Equipment and urement Division Box 2261 Rock, AR 72203	ArD Prod 1130	LIVER TO: OT Equipment and curement Division 02 West Baseline Road e Rock, AR 72209		
delivery attachr	bids for furnishing the commodities and/or services described below, so locations until the above-noted bid opening date and time, and then penents when appropriate, or bids will be rejected. Late bids and unsupplied to the commodities of the commodities are considered.	publicly opened at the above-noted bid signed bids will not be considered.	d opening loc	ation. Bids must be	submi	tted on this form, with		
opposit	oliance with this Bid Invitation and subject to all the Conditions thereof, the each item. any Name:	Name (Type or Prin	t):			re quoted, at the price set		
City:	State: Zip:	Phone:		Fax:				
Federa	al Tax ID or Social Security No.:	Signature: Signature must be legil Unsigned bids will be re	ble, original (n	ot photocopied) and i	n ink.			
Item No.	Description		Quantity	Unit Unit Pr	ice	Amount		
	Contract for Furnishing and Installing to the Arkan attached to and made a part of this bid, at pricing s option to renew in one (1) year increments upon mutu. All or None bids only will be considered. FOB: ArDOT – Arkansas Highway Police – Various	et forth for the period begin al agreement by both parties.	ning Date					
	Contact for Technical Information: Clyde Crookham Contacts for Bidding Information: Danny Keene (501		501-569-26	575)				
	All bidders should complete and return the Eligible Bidder Certification (Attachment A), Disclosure Form (see Page 2 of Standard Bid Conditions – Item 18) and Restriction of Boycott of Israel Certification 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.

The Department is not obligated to purchase any specific quantity or make purchases at any specific time during the contract period. It is estimated that approximately eight (8) EMBs will be purchased after initial award of contract with additional purchases during the contract period. Installation of initial order shall be completed on or before June 1, 2018.

The Bid Invitation, Bid Form and Specifications 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 the Department 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. Should there be a conflict between conditions printed on Standard Bid Conditions and other conditions stated with Bid Information and Specifications, the latter shall prevail.

Bid Bond in the amount of \$1,000.00 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 the amount of \$5,000.00 will be required of successful bidder prior to providing goods/services. Personal and company checks are not acceptable as Performance Bonds. See Condition 4 on page 1 of Standard Bid Conditions.

Bids and Specifications are available on-line by going to the ARDOT Web Site - www.ardot.gov 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.

TOTAL BID

ARKANSAS STATE HIGHWAY COMMISSION (ArDOT) LITTLE ROCK, ARKANSAS EQUIPMENT & PROCUREMENT DIVISION

Cont	ract No. H-18-241P BIDDER:		
ITEM	NO. DESCRIPTION	UNIT PI	RICE
1.	Electronic Message Board (complete Board with subsidiaries but excluding labor for installation)	\$	Ea.
2.	Installation (labor) for Electronic Message Board	\$	Ea.
3.	Warranty (minimum of three years)	\$	Per Unit
	LUMP SUM		
		l complete unit inclu on and warranty.)	iding EMB,

Items must be priced individually but bid will be awarded by the Lump Sum.

ArDOT - STANDARD BID CONDITIONS

- 1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the Arkansas Department of Transportation (ArDOT).
- ACCEPTANCE AND REJECTION: ArDOT reserves the right to reject any or all bids, to accept bids in whole or in part (unless
 otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with
 variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the
 State.
- 3. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
- BID BONDS AND PERFORMANCE BONDS: If required, a Bid Bond in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. Personal and company checks are not acceptable as Bid Bonds. Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by ArDOT or fails to honor their bid. When a bidder claims and can show clear and convincing evidence that a material mistake was made in the bid and was not the bid intended, the bidder may be permitted to withdraw their bid prior to award without forfeiture of bid bond. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a Performance Bond in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. Personal and company checks are not acceptable as Performance Bonds. In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company 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 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. 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
TITLE:

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of th	ne following	g information	n may result in a delay in obtainin	g a contra	ct, lease, p	urchase agree	ement, or grant award with any Arkansas State Agency.		
SUBCONTRACTOR: ☐ Yes ☐ No	SUBCONTRA	ACTOR NAME:	· · · · · · · · · · · · · · · · · · ·						
			IS THIS FOR:						
TAXPAYER ID NAME:			☐ Goods? [□ Service	es?	☐ Both?			
YOUR LAST NAME:			FIRST NAME:				M.I.:		
ADDRESS:									
CITY:			STATE:		ZIP CC	ODE:	COUNTY:		
•							TRACT, LEASE, PURCHASE AGREEMENT	T, OR GRANT AV	<u>VARD</u>
WITH ANY ARKANS	SAS STA	TE AGEN	CY, THE FOLLOWING IN						
				FOI	K INDI	IVIDUA	LS*		
Indicate below if: you, you Commission Member, or	•		er, sister, parent, or child of you	u or your s	spouse is a	a current or f	ormer: member of the General Assembly, Constitution	onal Officer, State Boa	ard or
Position Held	Mark (✓)		Name of Position of Job Hel	ob Held For How Long		ξ ?	. , , ,	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.)	
Position neid	Current	Former	(senator, representative, name of board/ commission, data entry, etc.				Person's Name(s)	Re	lation
General Assembly									
Constitutional Officer									
State Board or Commission Member									
State Employee									
☐ None of the ab	ove app	lies				n/ / n			
			FO	R AN	ENTIT	Y (BUS	INESS)*		
Constitutional Officer, Sta	te Board c	r Commissi	on Member, State Employee, o	r the spou	ise, brothe	er, sister, pare	rship interest of 10% or greater in the entity: member ent, or child of a member of the General Assembly, Co or influence the management of the entity.		
Position Held	Mark	Mark (✓) Name of Position of Job Held						at is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	
rosition neiu	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					1				1

☐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		т	itle	Date
		itle	Phone No	
Agency Use Only				
Agency Number	Agency Name	Agency Contact Person	Contact Phone No.	Contract or Grant No.

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

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

Da	te:
	Da

These specifications are the MINIMUM standards allowed, and are to include mounting hardware, installation, and all necessary equipment for an installed and working message sign.

Item #	Weigh Station Message Sign		Meets Specification	
		Yes	No	
1	Federal Standards- The message sign should be in accordance with the requirements set forth in the Manual on Uniform Traffic Control Devices.			
2	Dimensions- The message board cabinet shall not be larger than 96" wide and 60" high. And not more than 8" in depth.			
3	Protection- The front of the message board shall be covered in a polycarbonate protective lens with a 7" visor cover on top. All wires should be secured and loomed to prevent chafing or shorting out.			
4	Power- the power control circuitry shall be supplied with 115VAC. The power control circuitry shall have built-in protection components to guard the system against power surges and short circuits. The incoming power and control leads shall be connected to a fanning block located on the frame of the cabinet. The power supply will maintain output voltage regulation of (nom. 15VDC) over the input voltage range of 90-130VAC.			
5	LED Power Bus Circuit- The LED power bus circuit should be current limited and short circuit protected. If a channel is overloaded, clearing the fault should return the unit to normal function with no damage to any component. Individual circuit strips should have a maximum of 12 LEDs per strip, with no more than 6 LEDs in a series and every other LED on an alternate circuit. The individual circuit strip shall be able to be replaced without special tools or soldering in the field and without removing the sign face. LED circuitry will consists of two main subcircuits: the sign power control system and the LED power bus system. The system shall have isolated inputs to control LED functions such as dimming or flashing as required. LEDs used to illuminate the messages shall be directly mounted to a flat powder coated aluminum plate.			
6	SUB Circuits- All sub-circuits shall be design in a modular fashion, allowing easy replacement by a technician and shall be conformal coated to protect the devices and connections against moisture and corrosion.			
7	LEDs- The LEDs shall meet or exceed the following luminous intensity;ColorDominantMin. Lum. Int.Max. Lum. Int.ViewingWavelength@20ma@20maAngleWhitex=0.31, y=0.314900 mcd8600 mcd30 DegreesGreen520 nm4600 mcd9200 mcd30 DegreesRed626 nm4180 mcd8200 mcd30 Degrees			

8	Message- The message board shall display a total of five messages. 1. GO 2. STOP 3. PULL OVER AND ARROW 4. BRING PAPERS 5. COME INSIDE	
9	Color of messages: The message board shall display the following messages in the following colors. 1. Go shall be displayed in a Green LED light 2. STOP shall be displayed in a Red LED light 3. PULL OVER AND ARROW shall be displayed in a white LED light 4. BRING PAPERS shall be displayed in a white LED light 5. COME INSIDE shall be displayed in a white LED light	
10	Connection to System: Signs must connect to existing IRD with an IRD approved interface to protect the existing equipment warranties.	
11	Warranty- minimum of three years with an optional extended warranty.	