

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

Bid Number: M-09-109A

BID OPENING LOCATION:
AHTD Equipment &
Procurement Division
11302 West Baseline Road
Little Rock, AR 72209

MAIL TO:
AHTD Equipment and
Procurement Division
P.O. Box 2261
Little Rock, AR 72203

DELIVER TO:
AHTD Equipment &
Procurement Division
11302 West Baseline Road
Little Rock, AR 72209

Bid Opening Date: March 31, 2009 Time: 11:00 a.m.

Sealed bids for furnishing the commodities and/or services described below, subject to the Conditions on page 2 of this bid invitation will be received at the above-noted mail and delivery locations until the above-noted bid opening date and time, and then publicly opened at the above-noted bid opening location. **Bids must be submitted on this form, with attachments when appropriate, or bids will be rejected. Late bids and unsigned bids will not be considered.**

In compliance with this Bid Invitation and subject to all the Conditions thereof, the undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.

Company Name: _____

Name (Type or Print): _____

Address: _____

Title: _____

Phone: _____ Fax: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Federal Tax ID or Social Security No.: _____

Signature: _____

Signature must legible, original (not photocopied) and in ink.
Unsigned bids will be rejected.

| Item No. | Description | Quantity | Unit | Unit Price | Amount |
|----------|--|----------|------|------------|--------|
| 7 | <p>Items –Mineral Aggregate Class 1 – to be stockpiled at the locations listed on the attached sheet.</p> <p>Material furnished must meet the requirements of Section 403.01 & 403.02 and Subsection 105.04, 106.03, 106.04, 106.08, 108.07, 109.01, 109.02 of Arkansas State Highway and Transportation Department Standard Specification for Highway Construction, Edition of 2003. (Specifications are accessible on our web site at www.arkansashighways.com/contract/progcon/general/stdspecs.htm.)</p> <p>Quantity may be increased or decreased as determined by the AHTD, but increase or decrease shall not exceed 5% of total bid price except on written approval from the Equipment and Procurement Division. Unit price must be bid or bid will be rejected.</p> <p>All material shall be tested by the Vendor/Contractor at the plant and certified in writing, as directed by the Engineer, as meeting AHTD Specifications prior to being delivered to a designated stockpile site. Any materials may be retested by AHTD to determine compliance with the specifications. Date of award of contract shall be considered the work order date for delivery of this material. <u>All material shall be delivered on or before June 15, 2009.</u></p> <p>The successful bidder will be required to notify the District Engineer ten days before commencing delivery, and shall make continuous gainful delivery until the work is complete.</p> <p>Bid Bond in the amount of 5% of total bid price required at time of bid opening or bid will be rejected. <u>Personal and company checks are not acceptable as Bid Bonds.</u> See Condition 3 on page 2 of bid invitation.</p> <p>Performance Bond in the amount of 5% of total price 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 3 on page 2 of bid invitation.</p> <p>Bids and Specifications are available on-line by going to the AHTD Web Site – www.arkansashighways.com and clicking on “Contracts”. Tabulations will also be available at this site within 72 hours after bid opening, If you have any questions, call this office at 501-569-2667.</p> | | | | |

STANDARD BID CONDITIONS

M-09-109A

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.
3. **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

The Arkansas State Highway and Transportation (Department) complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws and therefore does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in admission or access to and treatment in Department programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to James B. Moore, Jr., 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: james.moore@arkansashighways.com.

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

ARKANSAS STATE HIGHWAY & TRANSPORTATION DEPARTMENT
LITTLE ROCK, ARKANSAS
EQUIPMENT & PROCUREMENT DIVISION

Bid No. M-09-109A

BIDDER: _____

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | PRICE | AMOUNT |
|----------|--|----------|------|-------|--------|
| 1. | Job No. 5- 467, ¼ Mile South Of Jct. 167 & 157 On Hwy. 157. Independence Co. (35-1929). Lease Agreement On File. | 950 | tn | | |
| 2. | Job No. 5-468, 2.50 Miles East Of Jct. 56 & 289 On Hwy. 56 In Vacant Lot On North Side Of Hwy. 56-2A. Iazard Co. (35-1930). Lease Agreement On File. | 900 | tn | | |
| 3. | Job No. 5-469, .2 Miles West Of Jct. 37 & Hwy. 18 On Hwy. 18 On Northside Of Hwy. 18. Address 525 West Darden. Jackson Co. (35-1931). Lease Agreement On File. | 850 | tn | | |
| 4. | Job No. 5- 470, At Highland Area Hdqtrs. At 1587 Hwy. 62/412 At Jct. 62 And Hwy. 175 Spur. Sharp Co. (35-1932). | 750 | tn | | |
| 5. | Job No. 5-471, Stone Co. Area Hdqtrs. At 807 Sylamore Ave. 1 Mile North Of Jct. Hwy. 9 & 14. Stone Co. (35-1933). | 750 | tn | | |
| 6. | Job No. 5-472, Cofer Farms .2 Mile West Of East End Of Four Lane On Hwy. 36 On Southside Of Road. White Co. (35-1934). Lease Agreement On File. | 1050 | tn | | |
| 7. | Job No. 5-473, Northwest Quadrant Of Hwy. 67/167 At exit 51. White Co. (35-1935). Lease Agreement On File. | 650 | tn | | |

BID TOTAL: _____

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

| <u>FROM MORE THAN</u> | <u>TO AND INCLUDING</u> | <u>RATE</u> |
|------------------------------|--------------------------------|--------------------|
| \$ 0 | \$ 50,000 | \$400 |
| 50,000 | 100,000 | 550 |
| 100,000 | 500,000 | 780 |
| 500,000 | 1,000,000 | 810 |
| 1,000,000 | 2,000,000 | 1000 |
| 2,000,000 | 5,000,000 | 1380 |
| 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

| <u>FROM MORE THAN</u> | <u>TO AND INCLUDING</u> | <u>RATE</u> |
|------------------------------|--------------------------------|--------------------|
| \$ 0 | \$ 50,000 | \$ 50 |
| 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 | 500 |
| 5,000,000 | 10,000,000 | 725 |
| 10,000,000 | ----- | 750 |