

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

Contract Number: H-13-120P

BID OPENING LOCATION:
AHTD Equipment and
Procurement Division
11302 W. 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 and
Procurement Division
11302 W. Baseline Road
Little Rock, AR 72209

Bid Opening Date: October 9, 2012 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: _____

Signature: _____

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

Federal Tax ID or Social Security No.: _____

Item No.	Description	Quantity	Unit	Unit Price	Amount
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The Arkansas State Highway and Transportation Department (hereinafter called "the Department") will receive sealed bids for the furnishing of **Security Services** for a period from December 1, 2012 thru November 30, 2013 with an option to renew, as mutually agreed, annually, for six (6) additional years. Services provided must be in accordance with Specifications and Special Provisions attached to and made a part of this contract.

Security Services are required for the following locations:

Post A - Parking lots of the Central Office Complex located at 10324 Interstate 30 in Little Rock, AR.

Post B – Equipment and Procurement Division Complex, Maintenance Division Complex and Materials Division Complex all located at Baseline and Sibley Hole Roads in Little Rock, Arkansas.

Security Services required are to be provided by a company doing business as a provider of guard and security personnel. References are required to be submitted with bid.

It shall be understood that the Invitation to Bid and the Specifications are an integral part of this bid and by this reference are incorporated herein as fully and effectively as if set forth in detail, and that by submission of bid, bidder agrees to these conditions and that all things shall be governed by the Laws of the State of Arkansas

Should there be a conflict between conditions printed on the reverse side of this Invitation to Bid and other bid conditions stated in the 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 3 on page 2 of Bid Invitation.

Performance Bond in the amount of \$10,000.00 will be required of successful bidder prior to providing goods/services. **Personal and company checks are not acceptable as Performance Bonds.** See Condition 3 on page 2 of Bid Invitation.

Bids and Specifications are available on-line by going to the AHTD Web Site – www.arkansashighways.com and clicking on "Commodities and Services Bids/Contracts Information". 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.

TWO ORIGINAL SIGNED COPIES OF BID INVITATION MUST BE SUBMITTED.

STANDARD BID CONDITIONS

H-13-120P

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 all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore the Department does not 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 as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. Nelson 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.nelson@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

Contract No. H-13-120P

BIDDER: _____

ITEM NO.	DESCRIPTION	AMOUNT
1.	Security Services – as specified	per hour _____

Under State Law, term of a service contract may not exceed seven (7) years including the initial term and all successive renewals. The contract may be renewed annually upon mutual agreement of the parties.

Increased cost, if any, to renew after original contract period shall be as agreed to but not to exceed the per hour dollar amount set forth below:

- 1st year renewal \$ _____/per hour - December 1, 2013, through November 30, 2014
- 2nd year renewal \$ _____/per hour - December 1, 2014, through November 30, 2015
- 3rd year renewal \$ _____/per hour - December 1, 2015, through November 30, 2016
- 4th year renewal \$ _____/per hour - December 1, 2016, through November 30, 2017
- 5th year renewal \$ _____/per hour - December 1, 2017, through November 30, 2018
- 6th year renewal \$ _____/per hour - December 1, 2018, through November 30, 2019

Cooperative Purchasing. Other tax-supported entities* in Arkansas (cities, counties, state agencies, school districts, etc.) may purchase commodities covered in 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.

Each entity wishing to purchase from the Contract would make contact directly with the appropriate vendor(s). The Highway Department 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. The Department 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.

Arkansas State Highway and Transportation Department
Contract No. H-13-120P
Specifications for Security Services

General

1. Prior to preparation and submission of bid, prospective bidders shall contact the Chief of the Arkansas Highway Police Division or his designee at (501) 569-2421, to inspect the areas and review details of the services to be provided.
2. For Guard Post A, security is to be provided in the parking lots of the Central Office Complex from 8:00 a.m. to 5:30 p.m. Monday through Friday except on Department holidays or anytime the Department is closed.
3. For Guard Post B, security is to be provided at Equipment & Procurement Division Complex, Maintenance Division Complex and Materials Division Complex from 4:00 p.m. to 8:00 a.m. Monday through Friday, from 4:00 p.m. Friday through 8:00 a.m. Monday, and 24-hours on Department holidays or anytime the Department is closed.
4. The Chief of the Arkansas Highway Police Division or his designee must approve guard shift changes.
5. Each guard will report for duty at his/her scheduled time. The guard will remain on-duty at his/her post until properly relieved or completion of the security period outlined in paragraph two and three. The Chief of the Arkansas Highway Police Division or his designee may leave written special instructions or directives at the guard post. These should be read and followed by the guard reporting for duty and passed on to the relieving guard when applicable.
6. In the event the Department is required to assign personnel to perform guard functions in the absence of the guard during a security period, the Department reserves the right to deduct any additional labor costs incurred from monies due the successful bidder. Such charges will be deducted from the company's bi-weekly invoice. In the event that such charges equal or exceed forty-hours (40) in any thirty-day (30) period, the Department may consider the contract to have been breached by the guard company.
7. Guards will not be permitted to be under the influence of alcohol, drugs or mind-altering substance while on duty at this security post. For purposes of this provision, "under the influence", shall mean any detectable trace. The Department has been designated a "Drug Free Workplace" and all employees of the security company will be required to comply with the applicable guidelines while at this security post.
8. Guards will not be permitted to sleep on duty.
9. Guards will not be permitted to fraternize with Department employees while either is on duty. Guards are expected to be pleasant, helpful and courteous, but not negligent of their assigned duties or hinder work of Department employees.
10. Guards will not be permitted to have visitors while on duty.
11. Guards are not to cause damage to any Department owned equipment through misuse or abuse. This applies not only to equipment under their care but also to any Department owned equipment issued for their use on the post. Such issued equipment is not to be removed from the Department.
12. Guards are not authorized to use Department telephones for personal calls.

13. In addition to any reports normally required by the successful bidder, guards will complete a special security report, when appropriate, to provide details of any unusual occurrence they witness or are involved in during their guard shift. After hours, these are to be delivered to the AHP Guard on duty at the Central Office Complex who will deliver the report as appropriate. During working hours, these are to be delivered to the AHP Office. The format of the form will be determined and the forms supplied by the successful bidder.
14. Guards will not reveal any information concerning this security assignment, on or off duty, to anyone except their employer, co-workers on this assignment, and the Chief of the Arkansas Highway Police or his designee.
15. The Chief of the Arkansas Highway Police or his designee must authorize any change in orders.
16. These posts are normally unarmed positions. Guards shall not be armed on either of these posts without the express written permission of the Chief of the Arkansas Highway Police or his designee. In the event the use of an armed guard is permitted, the security company will furnish copies of all permits and licenses authorizing the guard to carry a firearm, documentation of the guard's success at firearms qualification, and copies of the company's firearms and use of force policies. Compensation at the armed rate submitted in this Bid will be made only if the use of an armed guard on this post is specifically requested by the Chief of the Arkansas Highway Police or his designee, and only for the time period set forth by same.
17. The successful bidder must provide documentation that the company and all guards assigned to those security posts are certified and/or licensed by the Arkansas Board of Private Investigations and Security Agency, and a certification attesting that all personnel will comply with the applicable rules, regulations, and laws covering their operations.
18. When requested, the successful bidder must provide the results of background investigations and training records of any employee assigned to these security posts.
19. This contract may be terminated by either party for any reason upon giving the other party thirty days (30) written notice of intent to terminate. The Department reserves the right of immediate termination of the contract if any provision of items 6, 11, 14, 17 or 18 is violated.
20. The successful bidder must provide documentation of Worker's Compensation Insurance covering all employees involved in this assignment.
21. The successful bidder must provide documentation of Public Liability and Property Damage Insurance in the minimum amount of one million dollars (\$1,000,000), to cover breakage and/or pilferage of Department and/or Department employees' property or claims by third parties.
22. The Department reserves the right to refuse, with reason, any of the company's employees being allowed access to these security posts.
23. The Department reserves the right to request immediate replacement of company employees if impropriety is discovered on duty, and to require replacement of any employee found to be failing in the performance of their duty.
24. The successful bidder will invoice the Department on a bi-weekly basis following the documented performance of services, noting the total hours worked per week.

Specific to Guard Post A

- A – 1. The primary duty of the guard assigned this post is to protect property, vehicles and employees from theft, vandalism and injury, and to enforce the Department's policies and/or procedures pertaining to security as provided by the Chief of the Arkansas Highway Police Division or his designee. Other logical, job-related duties may be assigned.
- A – 2. The guard station will be a roving patrol to observe the parking lots of the complex and their highway entrances. Particular patrol attention is to be paid to the west parking lot and its highway entrance. Guards are to remain at the post except performing duty-related services elsewhere. Under no circumstances are guards to sit in or on employee vehicles or use employee-owned equipment.
- A – 3. The Department owned radio is to be stored in a secure box located at the lobby security desk. Upon arrival at the post, the guard will retrieve the radio from the box and insure that the previous user has not damaged it. If the radio appears to be damaged or is not working properly, the guard is to telephone Little Rock Central Communications, ask for the Special Services Officer on duty and notify him of the problem. In addition, the guard will notify his supervisor immediately of the damage. At the conclusion of the shift the radio is to be turned off and placed in the charger inside the locked box.
- A – 4. The guard is to notify Little Rock Central Communications by radio that he/she is on/off duty at the beginning and end of their shift.
- A – 5. Following the initial radio check-in, the guard should make radio contact with Little Rock Central Communications at least once an hour. The guard should report their location at the time of the contact.
- A – 6. In the event the guard observes individuals engaged in questionable activity or performing illegal acts, Little Rock Central Communications should be contacted immediately. The guard should request a Special Services Officer be contacted immediately. If the situation appears to be of a life threatening or serious nature, the guard should request a Little Rock Police Department response.

Specific to Guard Post B

- B – 1. The primary duty of the guard assigned this post is to protect the Department's property, equipment and employees from fire, theft, vandalism and injury, to seek out and report fire and water damage, and to enforce the Department policies and/or procedures pertaining to security. The Chief of the Arkansas Highway Police Division or his designee will provide the guard company with current policies and/or procedures pertaining to security and after-hours access by employees. Other logical, job-related duties may be assigned.
- B – 2. General Orders for this post shall contain any safety and health-related requirements and procedures, which shall be updated as necessary.
- B – 3. The guard station is located in the lobby of the Materials Division Complex. Guards are to remain at the post except when making security rounds or when performing duty-related services elsewhere. Under no circumstances are guards to sit at employee desks or use employee owned equipment.

- B – 4. The Department owned radio is to be stored in a secure box located on the premises. Upon arrival at the post, the guard will retrieve the radio from the box and insure that the previous user has not damaged it. If the radio appears to be damaged or is not working properly, the guard is to telephone Little Rock Central Communications, ask for the AHP Guard on duty and notify him of the problem. In addition, the guard will notify his supervisor immediately of the damage. At the conclusion of the shift the radio is to be turned off and placed in the charger inside the locked box.
- B – 5. The guard is to notify Little Rock Central Communications by radio that he/she is on/off duty at the beginning and end of their shift.
- B – 6. Following the initial radio check-in, the guard should make radio contact with Little Rock Central Communications at least once an hour. The guard should report their location at the time of the contact.
- B – 7. Guards are to make three (3) security rounds per eight-hour (8) shift. During the security round, the guard is to carry the Department provided radio with them. The guard is to respond immediately to radio calls made by Little Rock Central Communications.
- B – 8. Guards will ensure that security gates to the complex are locked at times specified by the Chief of the Arkansas Highway Police Division or his designee. Guards are to require all persons entering or leaving the complex areas before or after working hours to sign an entry/exit log provided by the Chief of the Arkansas Highway Police Division or his designee. Working hours are defined as 7:00 a.m. - 5:00 p.m., excluding weekends and holidays.
- B – 9. In the event the guard observes individuals engaged in questionable activity or performing illegal acts, Little Rock Central Communications should be contacted immediately. The guard should request a Special Services Officer be contacted immediately. If the situation appears to be of a life threatening or serious nature, the guard should request a Little Rock Police Department response.