

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

Bid Number: Contract No. H-14-238P

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

Bid Opening Date: June 18, 2013 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 be legible, original (not photocopied) and in ink.
Unsigned bids will be rejected.

Item No.	Description	Quantity	Unit	Unit Price	Amount
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Contract for furnishing to the Arkansas State Highway and Transportation Department **Analysis of Lead and Chromium Paint Residue and Additional Metals** for period of July 1, 2013 thru June 30, 2014, with an option to renew as mutually agreed.

FOB: VENDOR'S FACILITY

All or None Bids ONLY will be considered.

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 page 2 of Bid Invitation and other conditions stated with Bid Information, the latter shall prevail.

A. Toxicity Characteristic Leaching Procedure

The successful bidder is to perform the Toxicity Characteristic Leaching Procedure (EPA Test SW-846, Method 1311, as revised July 1992) and analyze lead, chromium, and additional metals content as specified by the Department at the time of sample delivery.

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|----|--|-----|----------|
| 1. | Lead and Chromium Paint Residue Analysis by TCLP | Ea. | \$ _____ |
| 2. | Additional Metals Analysis by TCLP | Ea. | \$ _____ |

The paint-blast residue will be collected by Department personnel from bridges specified by Heavy Bridge Maintenance and Bridge Design Division. Samples will be delivered to the successful bidder. The successful bidder's laboratory must be certified by the Arkansas Department of Environmental Quality to analyze lead, chromium, and additional metals analysis by TCLP Procedures. The successful bidder must follow a QA/QC protocol.

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.

STANDARD BID CONDITIONS

H-14-238P

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 AND TRANSPORTATION DEPARTMENT
CONTRACT NO. H-14-238P
ANALYSIS OF LEAD AND CHROMIUM PAINT RESIDUE AND ADDITIONAL METALS

BID INFORMATION

1. The Arkansas State Highway and Transportation Department (hereinafter called the Department) will enter into a contract with the successful bidder(s) to furnish Analysis of Lead and Chromium Paint Residue and Additional Metals for the period set forth in the Bid Invitation.
2. Bids shall be submitted on the form furnished herewith and must include descriptive literature, etc., requested on the Bid Invitation. Bid envelope shall be sealed and marked so as to clearly indicate its contents and will be received at the locations as noted on the Bid Invitation. Bids received after date and hour set for opening will be returned unopened to the bidder.
3. 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 Equipment and Procurement Division prior to the hour set for opening bids. Telegrams or letters received before hour set for opening bids will be accepted and attached to the unopened bid, and the bid will be considered withdrawn, modified, or corrected accordingly. No bid may be withdrawn, modified, corrected, or otherwise changed after the hour set for opening bids.
4. The successful bidder is to perform tests and analysis as specified by the Department at the time of submission of each sample. A single extraction will be performed for each sample and analysis of lead, chromium and/or additional specified metals content in the leachate will be performed.
5. Quality control statements should accompany the results of sample analysis. The total number of samples to be analyzed will range from approximately 30 to 300 per year.
6. Payment will be made as invoiced on a monthly basis according to the number of samples submitted and reports furnished.
7. The pricing bid shall remain in effect during all periods of this contract.
8. The right is reserved by the Department to cancel this contract in the event the reports submitted are not complete as required or are not submitted in a timely manner. To terminate, the Department will give the vendor 15 days notice of its intention to terminate the contract. Upon giving of such notice, the contract shall be automatically terminated on the date given in said notice.
9. 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.