

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

Bid Number: H-14-269P

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

Bid Opening Date: December 3, 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
	<p>Supply Contract for furnishing to the Arkansas State Highway and Transportation Department <b><u>Bushmaster M4A3 Type 16” Barrel Firearm</u></b> according to specifications attached to and made a part of this bid, at pricing set forth on the attached Bid Form for a one year period beginning Date of Award thru November 30, 2014, with an option to renew as mutually agreed.</p> <p>FOB: AHTD – Arkansas Highway Police, 10324 I-30, Little Rock, AR 72209</p> <p>Delivery Contact: Ross Batson (501-569-2684)</p> <p>The Department is not obligated to purchase any specific quantity or make purchases at any specific time during the contract period. A typical order would be a minimum of 10 Firearms with delivery to be made within 180 days.</p> <p>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.</p> <p>Should there be a conflict between conditions printed on Page 2 of Invitation to Bid and other conditions stated with Bid Information and Specifications, the latter shall prevail.</p> <p><b>Bid Bond</b> in the amount of \$500.00 required of all bidders at time of bid opening or bid will be rejected. <b><u>Personal and company checks are not acceptable as Bid Bonds.</u></b> See Condition 3 on Page 2 of this Bid Invitation.</p> <p><b>Performance Bond</b> in the amount of \$2,000.00 will be required of successful bidder prior to providing goods/services. <b><u>Personal and company checks are not acceptable as Performance Bonds.</u></b> See Condition 3 on Page 2 of this Bid Invitation.</p> <p>Bids and Specifications are available on-line by going to the AHTD Web Site – <u>www.arkansashighways.com</u> 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.</p> <p><b>TWO SIGNED COPIES OF BID INVITATION AND BID FORM MUST BE SUBMITTED.</b></p>				

## STANDARD BID CONDITIONS

## H-14-269P

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. 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@arkansashighways.com](mailto:Joanna.Mcfadden@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 FORM**

Contract No. H-14-269P

BIDDER: \_\_\_\_\_

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ITEM NO.	DESCRIPTION
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1. Bushmaster M4A3 Type 16" Barrel Firearm

UNIT PRICE: \_\_\_\_\_

Firearm proposed to furnish:

BRAND: \_\_\_\_\_

MODEL: \_\_\_\_\_

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIFICATIONS FOR FIREARMS

1. Bushmaster M4A3 Type 16" Barrel (Bushmaster Firearms International, LLC) Part #BCWA3F 16M4.
2. Patrolman's Carbine Rifle, M4 profile, barrel (designed to accept M203 Grenade Launcher with threaded muzzle; barrel with A2 Birdcage flash suppressor; barrels are hard chrome lined in both bore and chamber for long life and ease of cleaning, with Manganese Phosphate exterior finish.
3. Six (6) position telestocks fitted, when retracted, carbine length decreases by 4" for convenient handling.
4. Upper receiver with Picatinny Rail for mounting sights, scopes, or optics includes removable carry handle with 300-600 meter rear sight system (1/2 M.o.A. elevation and windage adjustments). Receivers are hard anodized finished to non-reflective matte black.
5. Caliber 5.56 mm or .223 rem.; gas operated; 30 rounds (accepts all M16/AR15 type) magazine capacity; overall length 34.75" (88.27 cm); barrel length 16" (40.64 cm); 1 turn in 9" (22.8 cm) R.H. twist/6 groves & lands rifling, Semi-Automatic only.
6. The Arkansas Highway Police logo is to be placed on the receiver.
7. A lifetime Bushmaster warranty shall be included.
8. A Bushmaster Armorer course for up to 20 participants shall be included.
9. Packaging: Shipped in a lockable hard case with operator's Safety Manual, Four (4) Magpul 30 round PMAG magazines, orange safety block and black web sling.
10. Any substitution of brand under this contract after award must be approved in writing prior to delivery. Brand substitutes must be the same or higher specification and technical data for each product on which bid is based.
11. The Department reserves the right to cancel this contract 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 unless the renewal clause is utilized. Otherwise, prices bid shall remain in effect for the contract term.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIFICATIONS FOR FIREARMS

12. All items delivered are to be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The successful bidder guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The successful bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration.
13. Cooperative Purchasing. Other tax-supported entities\* in Arkansas with Law Enforcement powers (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.