

STANDARD BID CONDITIONS

H-14-315R

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, 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 (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.

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
LITTLE ROCK, ARKANSAS
EQUIPMENT & PROCUREMENT DIVISION
BID SHEET

Bid No. **H-14-315R**
Page 1 of 1

BIDDER: _____

1. 23 - Sedans, Four Door, Alternative Fuel Vehicles, to meet AHTD Spec. 14-273-004

FOB - AHTD Equipment & Procurement Division, 11302 Baseline Rd., Little Rock, AR 72209

Make and Model _____

Bid Price (Do not include any Local, State or Federal Taxes) Each \$ _____

Total for 23 Vehicles \$ _____

Guaranteed Delivery Date _____

Additional units may be purchased at this price through _____

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIFICATION 14-273-004

FOR

FOUR DOOR SEDAN
ALTERNATIVE FUEL VEHICLE

2014 or later year model Four Door Sedan OEM designed as an alternative fuel vehicle meeting EPA requirements. The sedan furnished shall be either a Flex-Fuel vehicle (gasoline/E-85) or a Bi-Fuel vehicle (gasoline/CNG). Vehicle shall be classified in the latest edition of the U.S. Environmental Protection Agency's Fuel Economy Guide as a mid-size or larger sedan and have a combined EPA rated interior passenger and trunk volume index of no less than 110 cubic feet. Shall have V-configuration engine with a minimum of six (6) cylinders and automatic transmission or transaxle with a minimum of four (4) forward speeds.

Sedans shall be those in regular production by the manufacturer as sold to the general public. All workmanship shall be the best quality including interior and exterior appointments. Shall be equipped with all standard items as listed in manufacturer's data book (unless specifically excluded by this specification).

The equipment listed below shall be included:

1. Air Bags: Driver and right front passenger
2. Air Conditioning: Factory installed
3. Alternator: Minimum 100 amp
4. Anti-Freeze: Protection to -20° F, or lower
5. Automatic Speed Control: Factory installed
6. Battery: Maintenance free of size and type recommended by manufacturer for vehicle as equipped
7. Color: Manufacturer's standard solid colors will be specified. A minimum choice of four (4) exterior and two (2) interior colors shall be available.
8. Floor Covering: Color keyed carpeting
9. Floor Mats: Factory carpeted, individual front and rear, color to coincide with interior (may be dealer installed but must be factory mats).
10. Hood Latch Control: Inside vehicle
11. Keys: Minimum of five (5) ignition/door keys per vehicle
12. Mirrors: Dual power remote control outside mirrors; non-glare day-night inside
13. Power Brakes: Front to be disc
14. Power Door Locks
15. Power Steering
16. Power Windows
17. Radiator: With coolant recovery
18. Radio: Electronic AM/FM/CD - factory installed
19. Rear Window Defroster
20. Remote Keyless Entry: With a minimum of three (3) remote transmitters.
21. Seats: Cloth, front and rear, providing five (5) or six (6) passenger seating, complete with seat belts. Front seats may be bucket type or split bench type and shall include 6 way power adjustable driver's seat as a minimum.
22. Tilt Steering Column
23. Tinted Glass: All windows (Standard Tint)
24. Tires: Four (4) steel belted radial of the size and load range recommended by vehicle manufacturer for automobile as equipped and one (1) spare of type regularly furnished by manufacturer.
25. Wheel Covers: Full (unless vehicle is equipped with aluminum or alloy wheels)
26. Windshield Wipers: Intermittent