

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

Contract Number: **H-14-320R**

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: **May 6, 2014** 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: _____
Address: _____

City: _____ State: _____ Zip: _____
Federal Tax ID or Social Security No.: _____

Name (Type or Print): _____
Title: _____
Phone: _____ Fax: _____
E-Mail: _____
Signature: _____
Signature must be legible, original (not photocopied) and in ink.
Unsigned bids will be rejected.

Van

All vehicles shall meet the requirements of Arkansas State Highway and Transportation Department Specifications attached to and made a part of this bid.

Contract Period: **DOA through June 30, 2014.** Contract may be renewed upon mutual agreement of the parties.

Bid prices shall include delivery of all vehicles to the Arkansas State Highway and Transportation Department at the F.O.B. location shown on the Bid Sheets and shall include the warranty and service requirements stated in the specifications.

Any variation from each specification must be shown on the face of the bid or listed on a separate sheet of paper and attached to bid. This sheet shall be labeled as such.

Bid Bond in the amount of \$1,000 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 5% of the total awarded to the respective bidders must be furnished within 10 days after receipt of notice of intent to award as a guarantee of delivery in accordance with the specifications and within the time established in the bid. **Personal and company checks are not acceptable as Performance Bonds.** See Condition 3 on page 2 of bid invitation.

Bidder shall specify guaranteed delivery date for all vehicles bid on in the space provided under each item number. Successful bidder shall furnish Warranty Data for each vehicle delivered. The Warranty Data shall contain all necessary information such as motor and/or serial numbers and shall be signed by the selling dealer at the time vehicle is delivered to the Highway Department. Certificate of Origin, Federal Excise Tax Exemption Certificates, Odometer Disclosure Statement and five (5) copies of the Invoice for each vehicle to be furnished to Equipment & Procurement Division, P.O. Box 2261, Little Rock, AR 72203.

Each vehicle shall be completely serviced, cleaned and thoroughly inspected (in accordance with manufacturer's required or recommended pre-delivery service) just prior to delivery to the Arkansas State Highway & Transportation Department.

No dealer advertisement shall be affixed to the vehicle.

The successful bidder shall furnish copy of Operator's Manual published by vehicle manufacturer with each vehicle delivered.

Any equipment furnished on vehicles purchased under this specification for which "Federal Register Standard" has been established at time of delivery shall comply with the requirements of applicable standard and all equipment required by said standard shall be furnished whether or not it is specifically mentioned in this specification.

The Arkansas State Highway and Transportation Department reserves the right to test drive make and model of vehicles bid on prior to contract being awarded. Samples may be demonstrator models with equipment similar, but not necessarily identical, to that listed in this specification.

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

Cooperative Purchasing: Other tax-supported entities* in Arkansas (cities, counties, state agencies, school districts, etc.) may purchase from 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 order quantities, deleting options, etc.) as agreed by both parties, but could not be raised above the contract bid price except for any additional freight charges. 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 must make contact directly with the appropriate vendor(s). The Highway Department shall 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 shall 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.

STANDARD BID CONDITIONS

H-14-320R

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-14-320R**
Page 1 of 1

BIDDER: _____

1. Van, Compact with Sliding Side Doors, to meet AHTD Spec. 14-276-007.

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) Amount \$ _____

Guaranteed Delivery Date _____

Additional units may be purchased at this price through _____

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIFICATION 14-276-007

FOR

COMPACT PASSENGER VAN

1. GVWR: No less than 5,600 pounds.
2. Wheelbase: Minimum of 120".
3. Overall Length: No less than 200".
4. Engine: Flex Fuel capable "V" configuration with a minimum piston displacement of 3.3 liters equipped with full flow oil filter, air cleaner, maintenance free battery with a minimum rating of 600 cold cranking amps at 0° F and not less than 130 amp alternator.
5. Cooling: Anti-freeze protection to -20° F, or lower.
6. Transmission/Transaxle: Automatic, with a minimum of four (4) forward speeds.
7. Steering: Hydraulic actuated power steering as regularly offered by manufacturer.
8. Suspension: Capacity of front and rear suspension shall be as recommended by manufacturer for vehicle to meet or exceed GVWR specified above.
9. Brakes: Power front and rear disc with 4 wheel anti-lock and mechanical parking brake as regularly furnished by manufacturer.
10. Body: Passenger body style with complete body glass all around, including side doors and rear door(s)/liftgate. All glass shall be tinted (standard tint). Interior shall be fully insulated and include full length headliner, side trim panels in passenger and cargo area and full door trim panels (headliner and trim panels may be dealer installed if equivalent in quality to standard type offered by vehicle manufacturer).

Interior floor shall be fully covered with fitted rubber floor mat or color keyed factory carpeting. Shall have dome lights, factory installed electronic AM/FM radio, factory installed fresh air heater-defroster unit, right and left sun visors, key locks on door/s, inside rear view mirror, dual door mounted below eye level exterior mirrors and all standard equipment and appointments, both exterior and interior, as listed in manufacturer's data book.
11. Doors: Two (2) front doors and two (2) side sliding type doors. Rear entry shall consist of either a liftgate or swing-out type door(s).
12. Seating: Minimum seven (7) passenger seating complete with seat belts for all seating positions. Front driver and passenger seats shall be bucket type. Remaining seats shall be removable and may be either bucket or bench type.
13. Upholstery: All seats to be upholstered in cloth.
14. Air Conditioning: Front, mounted in instrument panel.
15. Tilt Steering Column: Factory installed.
16. Speed Control: Automatic speed control (may be dealer installed, but of same manufacturer as vehicle).
17. Windshield Wipers: Dual electric intermittent windshield wipers with washers.
18. Tires and Wheels: Four (4) manufacturer's factory standard for vehicle and one (1) spare as regularly furnished by manufacturer.
19. Fuel Tank: Minimum capacity of 20 gallons.
20. Lights: Dual beam headlights, parking lights, self canceling directional turn signals with hazard flasher switch, back up lights and side marker lights. Rear lights to consist of stop and tail lights in addition to directional signals.
21. Equipment: Front and rear bumpers, rear license plate bracket, hub caps, jack and lug wrench.
22. Keys: Minimum of four (4) ignition/door keys per vehicle.
23. Color: Sherwin Williams F8W2030 Frost White Acrylic Enamel, or equal. Front and rear bumpers, grill, mirrors, wheels and hub caps as regularly furnished by manufacturer.