

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

Bid Number: Contract No. H-15-208P

**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: June 3, 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: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID or Social Security No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**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>The Arkansas State Highway and Transportation Department (hereinafter referred to as the "Department") will receive sealed bids for the furnishing of <b>SECURITY SERVICES</b> for a period from July 1, 2014 through June 30, 2015, with the option to renew, as mutually agreed, annually, for six (6) additional years. Services provided must be in accordance with Specifications attached to and made a part of this contract.</p> <p>Security Services are required for the District Five Headquarters Complex located at 1673 Batesville Blvd., (U.S. 167), three miles South of Batesville, Arkansas</p> <p>Security Services required are to be provided by a company regularly doing business as a provider of guard and security personnel. References must be submitted with bid.</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 Bid Invitation and other conditions stated in the Specifications and Special Provisions, 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 an amount to be determined by the Department, not to exceed \$1,000.00, 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 – <a href="http://www.arkansashighways.com">www.arkansashighways.com</a> 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 ORIGINAL SIGNED COPIES OF BID INVITATION MUST BE SUBMITTED.</b></p>				
00-10				TOTAL BID	

## STANDARD BID CONDITIONS

## H-15-208P

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 & TRANSPORTATION DEPARTMENT  
LITTLE ROCK, ARKANSAS  
EQUIPMENT & PROCUREMENT DIVISION

Contract No. H-15-208P

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

ITEM NO.	DESCRIPTION	AMOUNT
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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:

1<sup>st</sup> year renewal \$\_\_\_\_\_/per hour - July 1, 2015, through June 30, 2016

2<sup>nd</sup> year renewal \$\_\_\_\_\_/per hour - July 1, 2016, through June 30, 2017

3<sup>rd</sup> year renewal \$\_\_\_\_\_/per hour - July 1, 2017, through June 30, 2018

4<sup>th</sup> year renewal \$\_\_\_\_\_/per hour - July 1, 2018, through June 30, 2019

5<sup>th</sup> year renewal \$\_\_\_\_\_/per hour - July 1, 2019, through June 30, 2020

6<sup>th</sup> year renewal \$\_\_\_\_\_/per hour - July 1, 2020, through June 30, 2021

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT  
SPECIFICATION FOR CONTRACT SECURITY SERVICES**

Contract No. H-15-208P

Page 1 of 3 Pages

1. Prior to preparation and submission of proposal, prospective bidders must contact the District Office Manager or the District Maintenance Engineer at (870) 251-2374 to arrange for inspection of the area and to review details of the services to be provided.
2. Security is to be provided to replace specific shifts previously assigned to regular Department guard employees. A shift period will usually be no less than 8 hours and no more than 15 hours, as needed. The need will be as determined by District Administration.
3. The duties of the Guard assigned to this operation will be as follows:
  - To protect and safeguard the Department's property, equipment and other assets from fire, theft, vandalism and injury, to seek out and report fire, theft or other unauthorized occurrences and to enforce Department regulations and policies pertaining to security.
  - To receive and handle appropriately, incoming telephone and radio calls, and relay any pertinent information to the appropriate Department personnel.
  - To make rounds on an hourly basis, or as directed, at locations specified by the Department.
  - To make reports and record as needed in the guard log.

This is not intended to be all inclusive but only to give examples of job duties. Other logical and related duties may be assigned and will be expected to be performed.
4. Each guard shall report for duty at the scheduled duty time for briefing by the guard being relieved, or by the District Office Manager in case of any new instructions. Guards shall remain on duty until they are properly relieved or until the security period has ended **and** the regular daytime office employees have begun their activities. Each guard shall log in and log out appropriately in the events log. The security area is not to be left unattended at any time during the security periods set forth by District Administration.
5. In the event a Department employee must be assigned by the Department to perform those guard duties during any tardiness or absence of the guard, the guard company will be charged \$15.00 for each full hour and/or portion of an hour that a Department employee performs such guard duties. Said hourly charges shall be deducted from the guard company's monthly invoice. Further, in the event that said hourly charges equal or exceed forty (40) hours in any consecutive thirty (30) day period, the Department may consider this contract to have been breached by the guard company.
6. The Guard Station will generally be the shop office. Guards are to remain at the Guard Station except when making clock rounds or when their duty-related services are needed elsewhere. Guards are not to sit at, or use equipment at, employees' desks other than at the Guard Station, except for the performance of assigned duties.
7. Clock keys are to be punched every 40-60 minutes. Any exceptions must be reported to and approved by the District Office Manager.

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT  
SPECIFICATION FOR CONTRACT SECURITY SERVICES**

Contract No. H-15-208P

Page 2 of 3 Pages

8. **All** persons entering or leaving the complex before or after regular working hours must provide appropriate information and sign the visitors' log provided for that purpose. Specific instructions concerning admission to buildings and grounds will be provided by District Administration.
9. Guards shall not fraternize with Department employees while either is on duty. Guards are expected to be pleasant and courteous, but to carry on no unnecessary or inappropriate conversation. They are to be helpful, but are not to be negligent of their assigned duties or hinder work of Department employees.
10. Guards shall not have visitors while on duty. This is a State Government facility and will be treated as such. Personal phone calls should be held to minimum. All long distance calls shall be logged. Personal and non-work related long distance calls are not permitted..
11. Guards shall not reveal any information concerning this security assignment, on or off duty, to anyone except Security Company and designated Department officials, and fellow guards who need such information to carry out their assignments.
12. Any changes in orders concerning this assignment must come from one of the following, in order of priority: District Engineer, District Maintenance Engineer, District Construction Engineer, or District Office Manager.
13. **Guards shall not be armed on this post.** As indicated above, the duty of the guard is to observe and report improprieties to Department supervisors and/or the appropriate law enforcement or emergency agencies.
14. The successful bidder must have Workers' Compensation Insurance coverage for each employee involved in this assignment, Public Liability and Property Damage Insurance coverage, and insurance to cover breakage and/or pilferage of Department and Department employees' property. Certificates of Insurance must be furnished before the employee performs any guard service.
15. Documentation indicating results of background investigations on any guard to be assigned (including any arrests and/or convictions for law violations, employee counseling for policy violations, etc.) must be furnished.
16. Documentation of any drug test results on any guard to be assigned must be furnished. Compliance with the Department's "Drug Free Workplace" policy is required.
17. The Department reserves the right to terminate this contract upon giving the successful bidder thirty days written notice of intent to terminate.
18. The Department reserves the right of refusal, with reason, of any of the company's employees being allowed to work on Department grounds.
19. The Department reserves the right to require immediate replacement of a Security Company employee if it is discovered that an impropriety occurred while the employee was on duty at the Department. (i.e. use of drugs, alcohol, controlled substance, unauthorized visitors, unauthorized entry, unauthorized use of equipment, possession of contraband, violation of law, gross negligence, presence of firearms, etc.)

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT  
SPECIFICATION FOR CONTRACT SECURITY SERVICES**

Contract No. H-15-208P

Page 3 of 3 Pages

20. The Department reserves the right to require replacement of any employee found not to be performing their assigned duties.
21. The successful bidder shall invoice the Department on a monthly basis following the performance of services, noting total hours and hours per week or portion thereof.
22. The Security service must have a local contact in the immediate area of the facility being served to handle absenteeism or other related problems.
23. Bids shall be submitted for services to be provided and the proposed hourly rate shall include all costs to the Department, including holiday and/or overtime pay, as well as the training of newly assigned personnel. The Department's basic schedule will entail the performance of Guard duties for a total of approximately 6400 hours per year, including Department recognized holidays.
24. The Department may extend the terms of this contract by written notice to the contractor at least 30 days before the contract expires, or contract as extended, expires. The expiration date of this contract will be June 30, 2015. Any extension will be at an agreed upon hourly rate not exceeding the applicable renewal rate shown on the proposal. Any extension shall be for a period of one year, and up to six extensions may be agreed to.
25. For award consideration and evaluation of the best bid, the proposing contractor's references and training program will be evaluated, and a bid value will be determined as being the total of:

6400 hours at the base bid hourly rate, plus;  
6400 hours at the 1<sup>st</sup> year renewal rate, plus;  
6400 hours at the 2<sup>nd</sup> year renewal rate, plus;  
6400 hours at the 3<sup>rd</sup> year renewal rate, plus;  
6400 hours at the 4<sup>th</sup> year renewal rate, plus;  
6400 hours at the 5<sup>th</sup> year renewal rate, plus;  
6400 hours at the 6<sup>th</sup> year renewal rate.

**LIST REFERENCES**

<b>Company Name</b>	<b>Address</b>	<b>Contact Person/Phone No.</b>
1.		
2.		
3.		

# **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](mailto:Joanna.Mcfadden@arkansashighways.com).

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.