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

Contract Number:	H-12-059R			BID OPENING LOCATION: AHTD Equipment and	MAIL TO: AHTD Equipment and	DELIVER TO: AHTD Equipment and
Bid Opening Date:	January 31, 2012	Time:	11:00 a.m.	Procurement Division 11302 West Baseline Road Little Rock, AR 72209	Procurement Division P.O. Box 2261 Little Rock, AR 72203	Procurement Division 11302 West Baseline Road Little Rock, AR 72209
delivery locations unti	I the above-noted bid opening	g date and	time, and then publ	bject to the Conditions on page 2 of th licly opened at the above-noted bid op <b>ned bids will not be considered.</b>		
In compliance with thi set opposite each item		all the Cor	nditions thereof, the	undersigned offers and agrees to furn	ish any and all items upon wh	ich prices are quoted, at the price
Company Name:				Name (Type or Print):		
Address:				Title:		
				Phone:	Fax:	
City:	State:		Zip:	E-Mail:		
Federal Tax ID or Se	ocial Security No.:				original (not photocopied) an	d in ink.

#### **Sedans and Carryall**

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, 2012. 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. <u>Personal and company checks are not</u> <u>acceptable as Bid Bonds</u>. 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. <u>Personal and company checks are not acceptable as Performance Bonds.</u> 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 - <u>www.arkansashighways.com</u> 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.

<u>Cooperative Purchasing</u>: 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.

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# ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

# STANDARD BID CONDITIONS

### H-12-059R

- 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.
- 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 3 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.
- 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**

State Highway and Transportation The Arkansas (Department) complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws and therefore does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in admission or access to and treatment in Department 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 B. Moore, Jr., Section Head -James 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:

james.moore@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

	No. <mark>H</mark> e 1 of 1	-12-059R BIDDER:						
1.	22 -	<ul> <li>Sedans, Four Door, Alternative Fuel Vehicles, to meet AHTD Spec. 12-235-004.</li> <li>FOB - AHTD Equipment &amp; Procurement Division, 11302 Baseline Rd., Little Rock, AR 72209</li> <li>Make and Model</li> </ul>						
		Bid Price (Do not include any Local, State or Federal Taxes)	Each \$					
		Total for 22 Vehicles	\$					
		Guaranteed Delivery Date						
		Additional units may be purchased at this price through						
2.	1 -	Carryall, Flex Fuel Vehicle, to meet AHTD Spec. 12-0-005. 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)	\$					
		Guaranteed Delivery Date						
		Additional units may be purchased at this price through						

#### ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

#### SPECIFICATION 12-235-004

# FOR

### FOUR DOOR SEDAN ALTERNATIVE FUEL VEHICLE

2012 or later year model Four Door Sedan OEM designed as an alternative fuel vehicle meeting EPAct 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>U.S. Environmental Protection Agency's Fuel Economy Guide</u> 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. <u>Alternator</u>: Minimum 100 amp
- 4. <u>Anti-Freeze</u>: Protection to -20° F, or lower
- 5. Automatic Speed Control: Factory installed
- 6. <u>Battery</u>: Maintenance free of size and type recommended by manufacturer for vehicle as equipped
- 7. <u>Color</u>: 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. <u>Floor Mats</u>: 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. <u>Remote Keyless Entry</u>: With a minimum of three (3) remote transmitters.
- 21. <u>Seats</u>: 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. <u>Tinted Glass</u>: All windows (Standard Tint)
- 24. <u>Tires</u>: 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. <u>Wheel Covers</u>: Full (unless vehicle is equipped with aluminum or alloy wheels)
- 26. Windshield Wipers: Intermittent

### ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

#### SPECIFICATION 12-0-005

# <u>FOR</u>

# CARRYALL FLEX-FUEL VEHICLE

2012 or later year model Two Wheel Drive Carryall, OEM designed as a Flex-Fuel Vehicle meeting EPAct requirements, capable of running on unleaded gasoline or up to 85% ethanol. Shall be equipped with the following, as standard equipment listed by manufacturer, and as required by this specification.

- 1. Air Conditioning: Front and rear, factory installed.
- 2. <u>Alternator</u>: Minimum of 150 amps.
- 3. <u>Anti-Freeze</u>: Serviced to -20° F, or lower. Vehicle to be completely winterized.
- 4. Automatic Speed Control: Factory installed.
- 5. <u>Battery</u>: Maintenance free; type recommended by manufacturer for vehicle as equipped.
- 6. <u>Body Side Moldings</u>: Body color, factory installed.
- 7. <u>Brakes</u>: Power front and rear disc brakes with four wheel anti-lock. Mechanical parking brake as regularly furnished by manufacturer.
- 8. <u>Bumpers</u>: Front and rear.
- 9. <u>Cooling System</u>: Heavy duty, including heavy duty radiator, heavy duty fan and factory installed coolant recovery system.
- 10. <u>Doors</u>: Four (4) doors equipped with power locks, remote keyless entry and power windows. Rear entry to be liftgate with liftglass.
- 11. Engine: No less than 8 cylinders, with a minimum piston displacement of 5.3 liters.
- 12. <u>Floor Covering</u>: Interior floor to be fully covered with color keyed factory carpeting.
- 13. <u>Floor Mats</u>: Individual front and second row, factory carpeted. Color to coincide with interior (may be dealer installed but must be factory mats).
- 14. <u>Fuel Tank</u>: Minimum capacity of 28 gallons.
- 15. <u>Glass</u>: Deep Tinted windshield and front side windows to have standard tint and remaining body glass, including glass in liftgate, to be deep tinted.
- 16. <u>Heater-Defroster Unit</u>: Including factory installed Auxiliary Rear Heater.
- 17. <u>Hood Latch</u>: Inside control.
- 18. <u>Insulation</u>: Top, including full length headliner; sides, including trim panels. Structural design and insulation shall insure that interior noise levels are kept to acceptable minimums.
- 19. <u>Keys</u>: Minimum of three (3) ignition/door keys.
- 20. License Plate Bracket: Rear.
- 21. Luggage Rack: Roof mounted, complete with luggage rack center rails or crossbars.
- 22. Mirrors: Right and left power remote control exterior mirrors and one (1) day/night interior mirror.
- 23. Operator's Manual.
- 24. <u>Outside Temperature Indicator</u>: Factory installed digital indicator which shows the temperature of the outside air.
- 25. <u>Paint</u>: Black exterior with Black or Gray interior.
- 26. Power Steering: Factory installed.
- 27. Radio: Factory installed in-dash electronic AM/FM stereo with CD player.
- 28. <u>Rear Axle</u>: Differential ratio as recommended by manufacturer.
- 29. Rear Window Defrost.
- 30. <u>Running Boards</u>: Factory installed.
- 31. <u>Seating</u>: Eight (8) passenger seating, including seat belts. All seats to have cloth upholstery. Front seats to be bucket type and shall include power adjustable driver's seat as a minimum. Rear seating shall consist of a factory installed folding three (3) passenger center seat and a three (3) passenger detachable or fold flat-to-the-floor rear seat.
- 32. <u>Tilt Steering Column</u>.
- 33. <u>Tires</u>: Four (4) manufacturer's standard for vehicle and one (1) full size spare.
- 34. <u>Transmission</u>: Automatic, with a minimum of six (6) forward speeds.
- 35. Wheelbase: Minimum of 130", maximum of 132".
- 36. <u>Wipers</u>: Dual electric intermittent windshield wipers with washers and rear window wiper with washer.