

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

Bid Number: M-10-017P

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

Bid Opening Date: September 9, 2009 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
1.	<p>Fire Sprinkler System Rehabilitation at the District Eight Headquarters, 372 Aspen Lane, Russellville, Arkansas as per Arkansas State Highway and Transportation Department Specifications attached to and made a part of this bid.</p> <p align="right">LUMP SUM _____</p> <p>CONTACT PERSON: Richard Strasburg (501-569-2625)</p> <p>Bid price shall include all labor, materials, and equipment necessary to perform the work as specified, and shall further include all licenses, fees, permits, royalties, and <u>all taxes</u>. Bid price shall represent full compensation for completion of the work. This provision supersedes Condition 4 on page 2 of Bid Invitation. Payment will be made in accordance with Arkansas Highway & Transportation Department Standard Specifications and Applicable Special Provisions.</p> <p>Subsection 105.04, 108.07, 109.01 and 109.02 of the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, Edition of 2003, will be in effect. (Specifications are accessible on our web site at www.arkansashighways.com.)</p> <p>Bid Bond in the amount of 5% of total bid price 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.</p> <p>Performance Bond <u>only</u> (no checks of any kind allowed) in the amount of 100% of total bid price will be required of successful bidder prior to providing goods/services. See Condition 3 on page 2 of Bid Invitation.</p> <p>The successful bidder will be required to begin within 10 days after notice to begin and complete within 30 working days after notice to begin.</p> <p>Arkansas Contractor's License No. _____ Current Arkansas Contractor's License Number must be listed or bid will be rejected (A.C.A. ¶17-25-101 <i>et seq.</i>).</p> <p>Bids and Specifications are available on-line by going to the AHTD Web Site – www.arkansashighways.com 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>(38-0260)</p>				
				TOTAL BID	

STANDARD BID CONDITIONS

M-10-017P

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 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 James B. Moore, Jr., 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: 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

SPECIAL PROVISION

LIQUIDATED DAMAGES

As specified in the Contract, liquidated damages for this project will be as shown in the following table:

WORKING DAY PROJECTS

<u>ORIGINAL CONTRACT AMOUNT</u>		
FROM MORE THAN	TO AND INCLUDING	RATE
\$ 0	\$ 50,000	\$400
50,000	100,000	550
100,000	500,000	780
500,000	1,000,000	810
1,000,000	2,000,000	1000
2,000,000	5,000,000	1380
5,000,000	10,000,000	1900
10,000,000	15,000,000	2000
15,000,000	20,000,000	2100
20,000,000	-----	2500

FIXED DATE PROJECTS

<u>ORIGINAL CONTRACT AMOUNT</u>		
FROM MORE THAN	TO AND INCLUDING	RATE
\$ 0	\$ 50,000	\$ 50
50,000	100,000	100
100,000	500,000	200
500,000	1,000,000	250
1,000,000	2,000,000	320
2,000,000	5,000,000	500
5,000,000	10,000,000	725
10,000,000	-----	750

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
SPECIFICATIONS
JOB 8-26
FIRE SPRINKLER SYSTEM REHABILITATION
FOR
DISTRICT 8 HEADQUARTERS ADMINISTRATION BUILDING
RUSSELVILLE, ARKANSAS**

SCOPE

Work under this item shall consist of rehabilitating the Fire Suppression/Sprinkler dry-pipe system, replacement of the dry valve in the shop area, the installation of a Double Check Valve Backflow Preventor, if required. Replacement of 50 sprinklers in the office area with dry pendant type sprinklers, install 4 new pendant heads, with Gooseneck plumbing, in tool room in shop at the District 8 Headquarters Administration Building located at 372 Aspen Lane, Russellville, Arkansas. All work for the complete Sprinkler System Rehab shall be as called for in these Specifications, or as directed by the Engineer. These Specifications cover the furnishing of all materials, labor, tools, equipment, machinery, caulking, drayage, rigging, fees, permits, and any and all incidental items required to complete the work.

LOCAL CONDITIONS

Bidders are required to visit the site prior to submission of proposal to familiarize themselves with local conditions, including general characteristics of the existing structures and contents and accessibility of the work.

PERMITS

The Contractor, if awarded the Contract for the Sprinkler System Rehab, shall obtain and also pay for all permits required, shall give all legal notices, and shall pay for all fees and taxes required for the work.

EXAMINATION SPECIFICATIONS

The Contractor shall examine Specifications and shall become fully informed as to the extent and character of the work to be performed. No consideration will be given to alleged misunderstanding of materials to be furnished or work to be required under this Contract. Submission of a proposal is an implied consent to the conditions of these Specifications.

PROTECTION OF EXISTING FACILITY

The Contractor is advised that the work is to be performed in and on an existing building, which is occupied. The Contractor shall exercise care and caution to prevent interference with those working in this facility. The Contractor is also advised that he is responsible for protecting the existing facilities, furniture, electronic equipment, and occupants against damage or injury from his workmen, work in progress, or the elements.

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SCHEDULING AND COMPLETION OF WORK

The Contractor shall schedule his work so as to create a minimum amount of inconvenience to the normal work routine of the District Personnel.

All work on the Fire Suppression System shall be completed so as the rehabilitation and/or modifications will take as little time as possible. The District Engineer shall be notified a minimum of 24 hours before any systems are taken out of service or if any relocation of District Personnel is required.

ACCESS TO THE WORK

The Engineer or his representatives shall have access to the work at all times and shall be permitted to approach, enter or examine all stages or phases of the work as it progresses, and shall have authority to reject work which is defective in workmanship or material.

REQUIRED SUPERVISION

The Contractor shall keep on the job at all times, when work is in progress, a competent superintendent satisfactory to the Engineer. The superintendent shall represent the Contractor in his absence and all instructions given to him shall be binding on the Contractor. Workmanship shall be by craftsmen skilled in their trade and shall be in accordance with the best standard practice.

ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. The Contractor shall be responsible for any damage that may be caused by workmen during the performance of the work.

CONTRACT TIME LIMIT

The Contractor shall begin within ten (10) days after notice to begin and shall complete the work within thirty (30) working days after notice to begin.

QUALITY OF MATERIAL

All material, appliances or appurtenances furnished under these Specifications shall be new, unused, and shall be free from defects and imperfections. Any material, appliance or appurtenance found to be defective shall be replaced by the Contractor at no additional cost to the Arkansas Highway and Transportation Department, for material or labor. All material

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RUSSELVILLE, ARKANSAS**

shall comply with the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, Edition of 2003, the Arkansas Fire Prevention Code and these Specifications. Any material not covered in the above Specifications shall be approved by the Engineer.

SUBSTITUTION OF MATERIAL

It is intended that the Contractor have the option of substituting a material or appliance that will perform the function equally as well as the one named. The Engineer shall be given written notice two (2) weeks prior to the proposed use of a substitution so that a decision can be made as to the equal merits of the products. No substituted items shall be installed until written approval is received by the Contractor.

CLEAN-UP

The Contractor shall not allow any waste material or rubbish caused by his employees to accumulate in or about the premises but shall promptly remove same. At completion of the work, all rubbish, tools, scaffolding and surplus materials shall be removed and the Contractor shall leave the site clean and ready to use.

WARRANTY

Entire project to be warranted for (1) one year on labor and materials.

FIRE SUPPRESSION/SPRINKLER SYSTEM- MATERIALS AND CONSTRUCTION METHODS

GENERAL

This work shall include: rehabilitating the dry-pipe sprinkler system, and related items as required; furnishing and installation of (1) a new double check valve backflow preventor, if required and replace dry type 6" valve in the shop (Tyco DPV-1; or equal); (2) a complete flush of the Fire Sprinkler System to remove any and all sediment to include all cross mains and branch lines; (3) replacement of 50 sprinkler heads in the office area with dry pendant type (Tyco DS-1, or equal) length as required; (4) install 4 additional sprinkler heads in the Shop Tool room with gooseneck taps; (5) all clean-up; (6) furnish all materials, labor, tools, machinery, hardware, fasteners, caulk, paint and any and all incidental items for the sprinkler system rehab, complete, in place and operating; (7) test system and certify proper operation with documentation.

Note: Must meet all requirements of the Arkansas Fire Prevention Code.

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RUSSELVILLE, ARKANSAS**

GENERAL CONDITIONS

A. CHANGES IN SCOPE OF WORK – Any changes in the scope of work must be authorized by a written Change Order, and issued by the Department, in accordance with Contract conditions.

B. CORRECTION OF WORK

1. Contractor's Responsibility – The Contractor shall promptly correct all work the Department finds defective or failing to conform to the Contract Documents. The Contractor shall bear all cost of correcting such work.
2. During Warranty – If, within the warranty period required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Department to do so. The Department shall give notice promptly after discovery of the condition.

C. COORDINATION OF WORK DURING CONSTRUCTION

The Contractor shall coordinate any necessary changes in work scheduling with the District Engineer to minimize disruption.

1. The Contractor shall protect the installed works by other trades.
2. The Contractor shall coordinate with other trades.
3. The Contractor shall repair any damage caused by his work to building(s) and equipment at no additional cost to the owner.

D. WARRANTY

The Contractor shall warrant, from the date of final acceptance by the department, that all systems, subsystems, and component parts are fully free from defective design, materials, and workmanship for a period of one year or longer as indicated in this specification.

METHOD OF MEASUREMENT

Rehabilitation of Fire Suppression/Sprinkler System complete, in place and operating, as called for in these Specifications or as directed by the Engineer and accepted, will be measured for payment by the "Lump Sum".

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BASIS OF PAYMENT

Work completed and accepted under this item and measured as provided above, will be paid for at the lump sum price bid for "Fire Suppression/Sprinkler System Rehabilitation", which price shall be full compensation for all materials, labor, tools, equipment, machinery, caulking, drayage, rigging, fees, permits, clean-up, guarantees and any and all incidental items required to complete the work.

PAY ITEM

PAY UNIT

Fire Suppression/Sprinkler System Rehabilitation

Lump Sum