

STANDARD BID CONDITIONS

M-11-101H

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

SPECIFICATION 11-64-1089

FOR

42' TANDEM AXLE ALUMINUM VAN TRAILER

1. **General:** This specification is intended to cover a 42' interior post van trailer with smooth aluminum front wall and side wall panels, insulated interior, exhaust fan with explosion proof electric motor and sliding tandem axles with air ride suspension.
2. **Side Panels:** .048 minimum, smooth pre-painted white aluminum.
3. **Sidewall Posts:** Hat shaped steel, or structural shape of equal strength, located on not more than 24" centers except in area over upper coupler which shall be on not more than 16" centers.
4. **Front Wall:** .040 minimum, smooth pre-painted white aluminum attached to steel hat shaped posts. Shall include a front bulkhead approximately 18" high constructed of no less than 11 gauge steel.
5. **Roof Panels:** One piece aluminum alloy, no less than .040, bonded to roof bows on not more than 24" centers.
6. **Insulation:** Interior of trailer shall have wall thickness, or better, block foam or foam-in-place insulation in the walls and ceiling.
7. **Body Lining:**
 - A. **Interior Ceiling:** Shall be lined with 1/4" minimum plywood.
 - B. **Interior Front:** Shall be lined with 1/2" minimum plywood from floor to top.
 - C. **Interior Sides:** Shall be lined with 1/2" minimum plywood from floor to top. In addition, the sides shall have a corrugated metal scuff strip approximately 12" high.
 - D. **Cargo Management:** E series horizontal logistic track approximately 42" from floor on interior front wall and on interior side walls the full length of the trailer.
8. **Floor:** Laminated hardwood with a minimum nominal thickness of 1-3/8".
9. **Crossmembers:** 4" minimum, steel I-beam with a minimum tensile strength of 80,000 psi on not more than 12" centers.
10. **Upper and Lower Rails:** Heavy duty extruded aluminum.
11. **Doors:** Two (2) hinged type at rear and two (2) hinged type on side. Doors shall be constructed of no less than 3/4" plymetal with pre-painted white aluminum exterior and steel interior lining. Insulated doors are not required.
 - A. **Rear Doors:** Shall be opposite opening and extend full width of body.
 - B. **Side Doors:** Both side doors shall be located on the road side of the body. One side door to be located approximately 10' – 14' from front of trailer. (Actual location to be dependent on requirements for structural integrity and/or landing gear location.) The second side door shall be located approximately 5' from the rear of the trailer. Side door openings shall be approximately 44" wide and no less than 80" high.
 - C. **Door Hardware:** Each rear door and each side door shall have a minimum of three (3) hinges with self lubricating bushings. Hardware and locks shall be as regularly furnished by manufacturer.
12. **Dimensions:** Body shall have a nominal overall outside length of 42', outside width of 102", and a maximum overall height of 13' 6" (based on a nominal king pin height of 47"). Shall have an inside width of approximately 98" and nominal inside height of 110".
13. **Axles and Suspension:** Shiftable tandem with a slide range in approximately 6" increments up to 6'. Slide mechanism shall be equipped with stop bars at the rear for safety in case the slide is disengaged. Axles furnished shall have a minimum capacity of 22,500 pounds each and be equipped with Stemco type oil seals on hubs. Shall be equipped with air ride suspension and include a manual air exhaust valve. Axle spacing to be no less than 49".
14. **Hub Odometer:** Roadside rear hub shall be equipped with a hub odometer. (An electronic type odometer is also acceptable.)
15. **Brakes:** Air actuated, 16-1/2" x 7" minimum, with automatic slack adjusters on all hubs. Shall be equipped with spring type parking brakes on both axles. Shall meet current applicable DOT regulations at time of delivery.
16. **Wheels:** Nine (9), 22.5" diameter tubeless type hub piloted steel disc with 10 hole bolt circle and no less than 8.25" rim section.
17. **Tires:** Eight (8) tubeless radials no less than 295/75R22.5 - "G" load range.

18. Spare Tire Carrier: Basket type.
19. Landing Gear: Two (2) speed, retractable vertical screw type with sand pads.
20. King Pin Setting: Minimum of 34", maximum of 36", from front of trailer.
21. Under-Ride Protection: Trailer shall be equipped with a rear impact guard which meets FMVSS requirements for under-ride protection.
22. Mud Flaps: Anti-sail type no less than 24" wide and 1/4" thick, without advertising, mounted behind rear wheels.
23. Lights, Reflectors and Turn Signals: Stop and tail lights, turn signals, clearance lights, reflectors and conspicuity markings to meet ICC regulations.
24. Brake Hose and Wiring Couplers: Located on roadside front of trailer.
25. Exhaust Fan: Shall be equipped with an explosion proof fan to exhaust air and vapor from the interior of the trailer. Fan shall be mounted in the upper area of the front wall of the trailer. Fan blade diameter shall be 20" to 24" and deliver a minimum of 4,000 CFM at 0" SP. Explosion proof electric motor to drive fan shall be UL listed as conforming to Class 1, Group D and Class II, Group G of National Electrical Code explosive atmosphere classifications. Motor shall be capable of operating on 120 volts, 60 cycle, single phase AC. Shall have an inlet side safety guard and automatic weatherproof shutters on outside which open when fan comes on and close when fan is turned off. Shutters shall be designed to protect interior of trailer from wind, snow, sleet, rain etc. Shutters shall be constructed of materials of sufficient strength to protect interior of trailer while traveling at road speeds without sustaining damage to the shutters or shutter mechanism. Fan housing and safety guards shall comply with OSHA requirements. Wiring for fan shall be enclosed in conduit and routed through appropriate circuit breaker and switch to terminate in the same general area as the brake hose and wiring couplers specified in paragraph 23. Coupler shall be a twist lock type and be clearly marked with appropriate warning decals as to function. A minimum of 25' of no less than 12 gauge extension cord shall also be furnished. One end of extension cord shall be fitted with proper twist lock plug or coupler to mate with coupler mounted on trailer and other end shall be fitted with a twist lock plug to connect to 120 volt AC power source.
26. Warranty: Units purchased under this specification shall be warranted against defects in material and workmanship for a minimum period of twelve (12) months (365 days) from date unit is placed in operation by AHTD.
 - A. Warranty shall include all parts, labor and transportation costs to the location of equipment.
 - B. If equipment cannot be repaired on location, warranty shall include cost of transport to the facility where the repair work will be done.
 - C. It will be the responsibility of the successful bidder to insure that repairs are completed in a timely manner.
 - D. If any warranty literature submitted with the bid conflicts with AHTD warranty requirements, the conflict(s) shall be specifically noted, corrected and included with the bid or the conflict(s) will be considered an exception to warranty specifications and the bid rejected.
 - E. Recent prior failure to provide warranty-work, parts, replacement parts or service, in a timely manner, for equipment from the same manufacturer or dealer shall be grounds for the rejection of any submitted bid, or for the denial of any otherwise qualified low bidder, whether such failure is attributable to the manufacturer or the dealer of the equipment. For the purposes of this paragraph "timely manner" means a period of time not exceeding thirty (30) calendar days to provide requested warranty-work, parts, replacement parts, or service. For the purposes of this paragraph "manufacturer" means the original manufacturer of the equipment and its successor or successors, regardless of number, and whether acquired by sale, merger, or otherwise. For the purposes of this paragraph "replacement part" means a part redesigned by a manufacturer to correct a design or engineering defect and which replacement part is capable of providing dependable performance in normal operation conditions for its normal service life without failure. Such bid or bids may be rejected by the Department until such failure or failures have been remedied to the satisfaction of the Department and until such manufacturer or dealer is providing such warranty-work, parts, replacement parts, and service in a timely manner.
27. Current Model: Units furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, built for the U.S. market, and shall be of quality workmanship and material. Machines manufactured for foreign markets will not be accepted. All equipment offered under this specification shall be new. Used, reconditioned, shopworn, demonstrator, prototype or discontinued models are not acceptable. Manufacturers of the units supplied must have been in the business of producing operational units for at least two years and must have recently sold similar units to domestic governmental agencies. The model furnished must have been in production for a minimum of one year, or be the latest version of a previous model. Bidder/s may be required to submit documentation substantiating the aforementioned requirements. A list of user references may also be required.

28. Manuals, Certificate of Origin and Invoice: Successful bidder shall furnish Maintenance Manual and Parts Book with each unit delivered. Certificate of Origin, five (5) copies of the Invoice and one (1) copy each of Maintenance Manual and Parts Book to be furnished to Equipment & Procurement Division, P.O. Box 2261, Little Rock, AR 72203 (11302 W. Baseline Road, Little Rock, AR 72209, if shipping UPS, FedEx, etc.).

The successful bidder may provide Parts Manuals on computer media (CD ROM, Floppy Disks, etc.) in lieu of printed manuals.

29. Units shall be assembled, adjusted and made ready for continuous operation at time of delivery.

All items necessary for the satisfactory operation of this unit shall be furnished whether or not they are specifically mentioned in the specification (including standard equipment as regularly furnished by manufacturer as shown on printed literature and specifications - unless specifically excluded by this specification).

30. Parts Inventory & Service Facilities: The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.

31. Demonstration: The Arkansas State Highway & Transportation Department reserves the right to require a demonstration, under actual working conditions, of equipment bid under this specification before award is made. The demonstration would be performed (free of any charge) by the bidder or an authorized representative at a mutually acceptable location. If requested, the bidder should be prepared to demonstrate the equipment within thirty (30) days after notification. Failure of the bidder to perform a satisfactory demonstration within the specified time may be grounds for rejection of the bid.

32. 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.