

STANDARD BID CONDITIONS

H-12-054A

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 12-19-239

FOR

TRAILER MOUNTED BITUMEN MACHINE

1. **General:** This specification is intended to cover a trailer mounted bitumen type marker adhesive applicator capable of heating and dispensing metered quantities of thermal adhesive bitumen type material on roadways at approximately 425° F. Shall have two (2) dispensing systems and two control systems for application of bitumen from either side of trailer.
2. **Trailer:**
 - A. **Frame:** Shall be constructed of no less than 2" x 2" 11 gauge steel square tubing, or structural shape and size of equal strength, with mitered and full electric welded joints. Cross members and support pieces shall be no less than 1/8" x 1-1/2" x 1-1/2" angle steel, or structural shape and size of equal strength. Bed of trailer shall be no less than 68" x 96" made of no less than 12 gauge steel plate. Trailer shall have leaf spring suspension and axle shall have sufficient load rating for trailer and equipment. Shall have disc type wheels no less than 13" in diameter and tires of proper load range to handle loaded trailer at highway speed. Shall have combination stop, tail and turn lights and be complete with six pole round connector including plug for trailer and receptacle for towing vehicle. Shall have an operator's safety containment bar welded to trailer bed. An LP bottle support bracket shall be mounted on right rear of trailer. Bracket shall be designed to securely support a 40 pound minimum LP bottle.
 - B. **Storage Box:** Shall be mounted to trailer bed and be constructed from no less than 14 gauge steel. Minimum dimensions shall be 20" x 30" x 12".
 - C. **Baskets:** Shall have two (2) baskets fabricated from expanded metal with minimum dimensions of 18" x 30" x 5". Baskets shall be mounted to trailer bed on left and right side and located beside the operator.
 - D. **Operators Seats:** Two fold down seats and foot supports shall be furnished. Seats shall be located on left and right side in front of trailer wheels and be complete with guard rails and seat belts. Foot supports shall be no less than 12" wide with a minimum 3" lip for containment and safety, and be adjustable for leg length. The complete seat and foot frame with valve line shall swivel to a vertical position and fasten in place by a 5/8" minimum spring loaded pin and socket. The operators' seats shall be approximately 9" above the ground.
 - E. **Hitch and Jack:** Tongue shall be equipped with a 2" ball type hitch mounted to an adjustable 10" vertical or horizontal plate. Shall be complete with safety chains and a crank type swing-away tongue jack.
3. **Power Pack:** Shall consist of a generator, air compressor, engine and belt guard all mounted to a frame constructed from no less than 1/4" x 3" angle iron, or structural shape and size of equal strength. Frame shall be mounted to trailer and supported off the trailer bed by 1" minimum rubber pads.
 - A. **Generator:** Shall be rated at no less than 4,500 watts, 120 VAC and be equipped with a voltage meter. Unit shall be designed so that electric power can be supplied from another source for pre-start.
 - B. **Air Compressor:** Minimum output of 2.5 cfm at 100 psi, equipped with an ASME approved air tank with a minimum capacity of 15 gallons. Tank shall be equipped with a safety overload valve. Air system pressure shall be set at 90 - 95 psi and be controlled by a continuous run unloader valve.
 - C. **Engine:** Generator and air compressor shall be driven by a 4 cycle, air cooled, LP fueled engine developing no less than 8 hp at rated RPM. Engine shall be equipped with 12 volt electric system including starter, alternator and battery. Shall also have approved type air cleaner and oversize muffler protected by a heat guard.
4. **Material Melting Unit:**
 - A. **Vat Support Frame:** Shall be constructed from channel iron, or structural shape of equal strength, with supporting pieces made of no less than 1/8" x 1-1/2" x 1-1/2" angle and no less than 1/4" x 1" x 1" angle mounted to trailer frame.
 - B. **Vat:** The vat shall have a minimum capacity of 39 gallons and be constructed of no less than 10 gauge steel. Shall have no less than four (4) ridged supports welded to vat and bolted to vat support frame. Lid opening shall be no less than 7-1/2" and be equipped with a splash guard. Shall have a latch on lid to help prevent accidental opening. The heating chamber shall be enclosed and insulated on sides and bottom. Heating chamber to be vented by holes in top of the insulation jacket allowing heat on bottom and all sides. The jacket shall be constructed of 22 gauge minimum galvanized steel with one inner and one outer jacket supporting no less than 1" thick fiberglass Durablanket S86-1, or equal, insulating material. Outside dimensions of jacket shall allow a 1" captive heat chamber on all sides. A nominal 4" x 4" sliding door shall be provided for lighting pilot.

- C. Burner and Controls: Heating system shall use no less than one (1) LP fueled burner with a minimum output of 60,000 BTU's to melt the material. A flame guard no less than 14" in diameter, constructed of no less than 1/4" thick material, shall be used to protect bottom of vat. Burner to be thermostatically controlled with an adjustable temperature range of 175° F to 550° F. Thermostat sensing bulb and thermometer shall be located together in vat for an accurate temperature reading. To sense the average temperature, the vat shall be equipped with a 0° F to 650° F thermometer with an 18" minimum stem. Gas valve used with system to be a millivolt powered, 100% safety shut-off valve with block out installed for LP gas only. For operation of gas valve, a pilot-generator combination producing 750 millivolts shall be used. The system shall include all necessary piping, connectors, regulators and valves for operation. A minimum of one (1) LP bottle (no less than 40 pound) shall be furnished.
- D. Agitator: The vat shall be equipped with an agitator powered by a 120 VAC motor with a disc clutch, an on/off switch and a removable manual crank handle. The agitator shaft shall be supported at top and bottom of vat.
5. Dispensing System:
- A. Pumps: Two pumps shall be furnished. Each pump shall be a free floating piston and valve combination capable of dispensing 0 - 9 cubic inches of material per stroke at 0 - 20 strokes per minute. Each pump shall be operated by a 2-1/2" x 3" minimum air cylinder with a safety shut-off valve and volume control screw. Each pump to be enclosed in an insulated jacket and heated from heating chamber of vat. When pump is held in the down position, flow from vat shall automatically shut off. Metered control of shots shall be foot pedal activated.
- B. Dispensing Pipes: Shall be equipped with a minimum of two (2) dispensing pipes (one on each side) made of no less than 1" schedule 80 pipe connected under the trailer by a horizontal/vertical cross swivel and supported by cross sectional hardened rods under the seat support and trailer. Both pieces to be wrapped with a minimum of one (1) layer of no less than 1" fiberglass blanket, one (1) layer of 1/8" x 2" woven fiberfrax, or equal, and one (1) layer of hi-heat adhesive aluminum duct tape. Shall be designed so that the seat support and the lower dispensing pipe can be brought to a vertical position when not in use. The vertical position shall automatically stop any flow of hot material through the pipe. All items which are hot to touch shall be enclosed or marked red.
- C. In-Line Heaters: Line pipes to be heated internally with a minimum of two (2) "MI" 3/16 2/c s.s. sheathed heaters connected in series to produce no less than 70 watts per foot at 120 VAC, sensed by a type "J" thermocouple. Temperature to be controlled by Watlow analog on/off control, 120 VAC input, relay 15 amp SPDT output, accuracy ± 1% at 77° F ambient and ± 10% voltage input, designed for an operating environment of 30° F to 130° F. Shall have a dial setting of 0° - 600° F.
- D. Dispensing Valves: Two dispensing valves to be furnished, each consisting of a drip free quick action plunger operated by a 1-1/2" x 1" minimum air cylinder. Valve shall be heated by a cartridge heater and controlled by preset thermostat set at 400° F. Valve head to be approximately 3" above pavement in operating position and capable of horizontal swivel action over a minimum radius of 18".
6. Control System:
- A. Control Box: Minimum of two (2) constructed of no less than 1/8" aluminum or 16 gauge steel and mounted to box on trailer within easy reach of operator.
- B. Control Panel: No less than two (2) control panels consisting of the following:
- Microprocessor-based temperature controller with four digit displays.
 - 15 amp fuse holder.
 - Input power switch to control board on/off.
 - Power stirrer on/off switch.
 - Dispenser valve heat switch on/off with indicator light.
 - Flow line temperature switch on/off with indicator light.
 - Safety air valve control switch on/off.
- C. Air Regulator Box: Minimum of two (2) constructed of no less than 1/8" aluminum or 16 gauge steel and mounted to box on trailer. Box shall consist of a pressure regulator, gauge and solenoid valve.
7. Wiring: All electrical wiring shall be standard UL approved wire. All wiring to be insulated and enclosed in flexible conduit or by some other form. Wiring shall be securely fastened at sufficient intervals to prevent sagging and ensure clearance of moveable and mechanical parts.

8. Color: Manufacturer's standard color except for glass, rubber and metallic accessories or fixtures constructed of rust resistant or plated material not normally painted. All items hot to the touch shall be painted red, marked "HOT", or be enclosed.
9. 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.
10. 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.
11. Manuals: The successful bidder shall furnish an Operator's Instruction Manual with each unit delivered and one (1) copy each of Shop Repair Manual and Parts Book (for engine as well as bitumen machine and related components) to each FOB point. In addition, one (1) copy each of Operator's Instruction Manual, Shop Repair Manual, and Parts Book (for engine as well as bitumen machine and related components) shall 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 Shop Repair Manuals and Parts Manuals on computer media (CD ROM, Floppy Disks, etc.) in lieu of printed manuals.
12. Training: The successful bidder shall furnish qualified personnel to instruct AHTD operators and service technicians on operation and maintenance of machine.
13. Units shall be assembled, adjusted and made ready for continuous operation at time of delivery.

All piping, connectors, regulators, valves and other fittings necessary for operation shall be included. All components shall meet or exceed standard specifications.

All parts, accessories and tools necessary for satisfactory operation shall be furnished whether or not they are specifically mentioned in this specification (including standard equipment as regularly furnished by manufacturer as shown on printed literature and specifications - unless specifically excluded by this specification).
14. Parts Inventory & Service Facilities: The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.

15. 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.
16. 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.