

STANDARD BID CONDITIONS

M-13-004P

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 EEO/DBE Section Head (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: EEO/DBE_Section_Head@ahtd.ar.gov.

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 FOR
SELF LEVELING JOINT AND CRACK SEALANT (Type 2)**

MATERIALS: The joint sealant shall be single component, fully reacted, homogeneous, hot applied, self-leveling, elastically modified, contain no reclaimed crumb rubber and be ready for application when reaching the indicated pouring temperature. The joint sealant shall be composed of a mixture of materials that will form a resilient and adhesive compound capable of effectively sealing joints in concrete and asphaltic pavements against the infiltration of moisture and foreign material throughout repeated cycles of expansion and contraction with temperature changes, and that will not, at ambient temperatures, flow from the joint or be picked up by vehicle tires. The material shall be capable of being brought to a uniform pouring consistency suitable for completely filling joints and cracks without inclusion of large air holes or discontinuities and without damage to the material. It shall remain relatively unchanged in application characteristics for at least 6 hours at the recommended pouring temperature in the field. It shall be suitable and intended for use in oil-jacketed melting equipment and capable of being pumped through a hose nozzle at operating temperatures between 350° and 380° F.

The joint sealant shall conform to the following specifications when heated for 6 hours in accordance with ASTM D5078. Condition all specimens as specified in ASTM D5329 for 24 hours + or – 4 hours prior to testing.

Cone Penetration (ASTM D5329)	40-90
Nonimmersed Resilience (ASTM D5329)	30% min.
Softening Point (ASTM D36)	200° F min.
Asphalt Compatibility (ASTM D5329)	PASS
Tensile Adhesion (ASTM D5329 @ ½" width) (Condition test blocks 1hr. +or- 10 min. prior to pouring specimens)	500%min.
Flow, 5 hrs. @140° F(60°C) ASTM D5329	3mm max.
Bitumen Content (ASTM D4)	60% min
Flexibility (ASTM D3111) 1" Mandrel	Pass @0°F
Safe Heating Temperature ASTM D5078	400°F
Brookfield Viscosity (ASTM D3236) @ 380°F (#27spindle @ 20 rpm)	2000 cP max
Open to Traffic	45 min. max

The sealant shall contain no water or solvents of synthetic rubber products and shall cure when reaching ambient temperature.

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The sealant shall be packaged in boxes approximately 60 pounds each, which contain two polyethylene bags of sealant weighing approximately 30 pounds each. Staples, wire or similar retention devices shall not be used on the polyethylene bags. Boxes of sealant shall be palletized for shipment and each pallet shall be protected with a weatherproof covering.

The successful bidder shall furnish, with each lot or batch of sealant delivered for use, the manufacturer's test results certifying that the sealant meets 100% of the requirements of this specification. Random destination samples may be taken from material supplied in the field to assure continued compliance. Test results indicating non-complying material will result in the supplier removing the balance of the crack sealer in the failing batch and refunding or replacing 100% of the value of that batch. The supplier must then submit material complying with specifications within 14 days or the Department may purchase crack sealant from another supplier.