

STANDARD BID CONDITIONS

H-13-119R

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 19-11-08).

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 13-13-171

FOR

RUBBER TRACK ASPHALT PAVER

1. **General:** This specification is intended to cover a self-propelled, continuous rubber track mounted, Asphalt Finishing Machine equipped with a hydraulically extendible screed with a basic paving width of 10' which provides infinitely variable paving widths from 10' to a maximum of no less than 19' and, by using cutoff shoes and screed extensions, can be used for paving widths from 8' to a maximum of no less than 22'. Shall have the capacity to lay a mat up to a maximum thickness of no less than 8".
2. **Engine:** Water cooled, turbocharged diesel with no less than six (6) cylinders and a minimum piston displacement of 5.9 liters developing no less than 185 horsepower at rated RPM. Shall be complete with electric starting equipment including starter, battery, alternator and charge indicator. Shall have approved type air cleaner, oil and fuel filters, muffler, and all necessary gauges including oil pressure, temperature and fuel level. Shall have oil pressure or fuel solenoid actuated electric hour meter (showing actual engine run time independent of engine RPM). Fuel tank shall have sufficient capacity for no less than 10 hours of operation. Cooling system shall have anti-freeze protection to -20° F, or lower.
3. **Propulsion System:** Independent hydrostatic drive system for each track providing paving speeds up to a maximum of no less than 175 FPM. Maximum travel speed forward and reverse shall be no less than 9.5 mph.
4. **Steering:** The infinitely variable speeds and direction control capabilities of the independent hydrostatic drive for each track assembly shall be utilized to provide steering control. The steering system shall have the ability to counter-rotate the tracks allowing the paver to be turned around in its own length. Steering control may be accomplished by levers or by means of a steering wheel.
5. **Brakes:** Primary braking shall be accomplished through the dynamics of the hydrostatic drive system. A spring applied, hydraulically released parking/emergency brake shall be mounted to each planetary final drive unit. Parking/emergency brake shall apply automatically at loss of hydraulic pressure.
6. **Suspension:** Track frames shall be constructed of heavy duty steel. Shall have continuous, flexible, high speed, rubber tracks no less than 18" in width. Each track shall be suspended by a minimum of five (5) sets of rubber coated bogie wheels (minimum of 10 wheels per side total). Each track assembly shall be equipped with a hydraulic track adjustment system which automatically provides proper track tension.
7. **Operator's Station:** Shall have dual control stations, a single sliding operator's station which can be positioned on either side of the machine, or two seats and a single control which is transferable to either side that will permit operator to work from either side of paver.
8. **Hopper & Feeders:** Hopper shall have a minimum capacity of 210 cubic feet. Shall be self cleaning type with sloping sides and hydraulic dump to place material on feeders. Shall have two (2) hydrostatically driven conveyor type feeders with variable speed that operate independently of each other and of forward paving speed.
9. **Feed Control System:** Shall allow automatic flow control to match material demand at screed. The material flow control system shall use contactless sensing elements (ultrasonic sensors) which use sound pulses to determine and control the amount or depth of paving material in front of the outer ends of the screed. If the feed system uses flow gates for metering material delivery to the augers, the gates shall be separately operated, electrically controlled, power adjustable type.
10. **Augers:** Shall have two augers (one left and one right), constructed of cast high alloy steel, with a minimum diameter of 16". Each auger shall operate simultaneously with its conveyor and be independent of the other side. Augers shall be automatically controlled by the amount of material in front of the screed to insure proper proportioning of material to the screed. The auger height shall be vertically adjustable, from a minimum of no more than 5" to a maximum of no less than 10" above the surface to be paved, by actuating a switch on the operator's console. Additional auger sections, auger guards and all other parts and hardware necessary shall be furnished to extend each auger incrementally when required in accordance with N.A.P.A. recommendations. Sufficient auger extensions shall be furnished so that when all sections are installed there will be approximately 16' of actual auger.

11. Oscillating Push Rollers: Front of hopper shall be equipped with oscillating push rollers mounted on anti-friction bearings that will allow paver to push truck forward without side thrust on screed or mat.
12. Screed: Hydraulically extendible, vibratory type consisting of a main screed section with independent, hydraulically extendible screed sections on each end of main screed. Basic screed width shall be 10' with infinitely variable telescoping width capability up to no less than 18'. Shall have vibration on each of the three sections. Vibratory source and controls shall permit adjustment of vibrations. Both main and extendible screed sections shall be equipped with bolt-on replaceable wear plates. Wear plates shall be abrasion resistant alloy steel no less than ½" thick. Main screed shall have adjustable crown control at leading and trailing edges with maximum adjustment of no less than ¾" negative to 2" positive. Screed shall have mat thickness controls (may be manually operated or power operated) and shall be equipped with hydraulic lift cylinders on screed leveling arms. The entire screed shall be raised and lowered hydraulically and have safety platforms/walkways attached for the screed operator.
 - A. Screed Control Consoles: Shall be equipped with dual control consoles (one on each side of the main screed) to allow screed operator to control screed functions. Controls for the following screed functions shall be provided as a minimum:
 - (1) Extend/Retract extensions
 - (2) Slope
 - (3) Auger/Conveyor speed range and "on/off" override
 - (4) Screed heat (may be located at only one console)
 - B. Electric Screed Heating System: Shall be heated by electric heating elements over the full area of the screed, including main screed and extendible screed sections. Power for the electric heating elements shall be provided by a hydraulically driven AC electric generator which is driven from a dedicated hydraulic pump. The generator provided shall produce a minimum of 15 kW of electric power but must be of sufficient size to supply the electricity needed to allow the electric screed elements to bring the screed to operating temperature and maintain that temperature throughout the operating day. Unit shall have automatic monitoring system that shuts down the generator when the screed has reached a preset operating temperature and reactivates the generator when the temperature falls below an acceptable range.
 - C. Automatic Screed Controls: Shall have a multiple sensor, sonic type, non-contact control system that maintains elevation of one side of the screed with respect to a reference surface (grade) while maintaining the opposite side of the screed in relation to the first with respect to gravity (slope). Shall also have a beam assembly no less than 24' long for use in conjunction with the grade sensor to average longitudinal errors in the grade over which paving is being performed. The beam shall have the ability to fold in on itself and its mount to allow for easy transportation without removal. Beam and grade sensor shall operate from either side of the paver. Sonic system shall have the capability to work as either a joint matcher or as a grade sensor.
 - D. Cut-Off Shoes: Two cut-off shoes used to reduce paving width up to no less than 24".
 - E. Screed Extensions: Sufficient 12" screed extensions shall be furnished with paver to provide a maximum paving width of no less than 22'.
13. Fumes Extraction System: Machine shall be equipped with a collector system which gathers heat and fumes from the auger and feeder area and discharges them away from the operators.
14. Wash-Down System: Shall be equipped with a pressurized wash-down system designed for use with an environmentally safe, biodegradable solvent. System shall have a dedicated tank, constructed of polyethylene or stainless steel, with a minimum capacity of 10 gallons. Shall be complete with a minimum of 25' of hose, a self storing, spring retracting hose reel, and a hand spray wand.
15. Vandalism Protection: Shall be equipped with vandalism protection including the following items as a minimum:
 - Lockable engine side panels or enclosure.
 - Lockable instrument panel.
 - Lockable filler caps for the fuel tank(s) and radiator. Filler caps located behind locking panels or inside engine enclosure are acceptable in lieu of individual locking caps.

- Lockable battery box cover(s) if battery is not located inside engine enclosure.
16. Weight: Paver equipped with hydraulically extendible screed, shall have a minimum weight of 35,000 pounds.
 17. Color: Shall be painted Arkansas State Highway & Transportation Department Omaha Orange (equivalent to Sherwin-Williams F1E 4143 Kem Transport Synthetic Enamel).
 18. 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 cost to location of the 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. This is a minimum warranty required in order for a bid to be considered. Any warranty by the manufacturer on components of the paver purchased that exceeds the minimum warranty specified (and is so advertised and included in manufacturer's printed data sheets) shall be passed on to the AHTD.
 - E. 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.
 - F. 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 operating 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.
 19. 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.
 20. 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 machine and related components) to each FOB point.

The successful bidder may provide Shop Repair Manuals and Parts Manuals on computer media (CD ROM, DVD, etc.) in lieu of printed manuals.
 21. Training: The successful bidder shall furnish qualified personnel to instruct AHTD operators and service technicians on operation and maintenance of units purchased under this specification. The instruction shall take place under working conditions at a job site chosen by AHTD.

In addition, the successful bidder shall furnish information on any factory service schools which would be available for AHTD service technicians.
 22. Unit shall be assembled, adjusted and made ready for continuous operation at time of delivery.

All parts, accessories and tools necessary for satisfactory operation of this unit 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).

23. Parts Inventory & Service Facilities: The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
24. 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.
25. Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. Deviations must be explained in detail on an attached sheet. However, no implication is made by the Arkansas State Highway and Transportation Department that deviations will be acceptable.
26. 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.