

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

Bid Number: H-13-164R

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

Bid Opening Date: April 9, 2013 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: _____

Federal Tax ID or Social Security No.: _____

Signature: _____

Signature must be legible, original (not photocopied) and in ink.
Unsigned bids will be rejected.

Tandem Axle Trailer, Flat Bed, 14,000 GVWR

3 ea. Unit Price _____ Total _____

To meet the requirements of Arkansas State Highway and Transportation Department Specifications **13-086** attached to and made a part of this bid.

FOB: AHTD – Equipment and Procurement, 11302 West Baseline Road, Little Rock, AR 72209

Trailer proposed to furnish:

Make _____ Model _____ Warranty _____

If any literature and/or specifications of items conflict with AHTD specifications, the conflict(s) shall be specifically noted, corrected and submitted with the bid.

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 this Bid Invitation. **Performance Bond** in the amount of 5% of total bid price will be required of successful bidder prior to providing goods/services. **Personal and company checks are not acceptable as Performance Bonds.** See Condition 3 on page 2 of this Bid Invitation.

The successful bidder will be required to complete delivery within **120** days after award.

Bids and Specifications are available on-line by going to the AHTD Web Site – www.arkansashighways.com and clicking on “Commodities And Services Bids/Contract 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.

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STANDARD BID CONDITIONS

H-13-164R

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 all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in the Department's 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 Joanna P. Nelson 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:

joanna.nelson@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 13-086

FOR

TANDEM AXLE FLAT BED TRAILER

1. **General:** This specification is intended to cover a bumper pull type flat bed trailer with tandem axles, spring suspension, electric brakes and lights. Trailer shall have a minimum GVWR of 14,000 pounds.
2. **Understructure:** All welded I-beam construction, or structural shape of equal strength. Understructure shall be designed, constructed and rated for the full capacity of the trailer.
3. **Load Deck:** Shall be full width platform type which covers the wheels. A beaver tail is not required. Platform frame shall be of welded steel construction and reinforced with a sufficient number of crossmembers to insure stability. Deck width shall be no less than 84" but shall not exceed 96". Length of load deck shall be no less than 18'. Flooring shall be no less than 2" nominal treated wood, laid longitudinally and bolted to cross members. Shall have full length rub rails on each side with stake pockets spaced on not more than 24" centers.
4. **Tongue:** Shall have "A" frame tongue welded to frame. Distance from extreme front of load deck to center point of hitch shall be no less than 60". Shall have a tongue jack with a minimum rating of 14,000 pounds mounted between bed and end of tongue. Shall have a 2-5/16", "bulldog" type hitch and safety chains with hooks.
5. **Axles and Suspension:** Tandem axles with spring suspension. Axles to have a minimum rating of 8,000 pounds each. Capacity of suspension furnished shall equal or exceed the combined capacity rating of axles specified. Hubs shall run on tapered roller bearings.
6. **Brakes:** Electric brakes on all wheels.
7. **Tires and Wheels:** Five (5) 16" diameter disc type wheels and five (5) no less than 235/85R16 or 245/75R16 tubeless radial tires with not less than E load range rating. The spare tire and wheel shall be mounted in a carrier beneath the trailer bed. All tires to be new.
8. **Lights and Reflectors:** Shall be equipped with LED type stop, tail and directional turn signal lights. Lights and reflectors to meet ICC Regulations and applicable Arkansas Safety Requirements. Shall be complete with six pole round trailer connector including plug for trailer and receptacle for towing vehicle.
9. **Mud Flaps:** Shall have mud flaps (without advertising) behind rear wheels.
10. **Color:** Shall be primed and painted Sherwin-Williams F8W2030 Frost White Acrylic Enamel, or equal.
11. **Conspicuity Striping:** Shall include conspicuity striping per current DOT standards.
12. **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.

13. Manuals, Certificate of Origin and Invoice: Successful bidder shall furnish Maintenance Manual and Parts Book with each unit delivered. Certificate of Origin and five (5) copies of the Invoice 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, DVD, etc.) in lieu of printed manuals.

14. Current Model: Units furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. 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. 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.
15. 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).
16. Parts Inventory & Service Facilities: Successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
17. Demonstration: The Arkansas State Highway & Transportation Department reserves the right to require a demonstration 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 trailer 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. The trailer demonstrated may be a model with equipment similar, but not necessarily identical, to that listed in this specification.
18. 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.
19. 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.