

STANDARD BID CONDITIONS

M-13-053R

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 is submitted as set forth above, prior to bid opening. 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. Received 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 13-144-084

FOR

**THREE AXLE HYDRAULIC TAIL LOW BED TRAILER
WITH FRONT AXLE LIFT KIT**

1. **General:** This specification is intended to cover a three axle, single drop, level deck, low bed semi-trailer designed to haul construction equipment. It shall be equipped with air ride suspension, a gooseneck mounted winch, a recessed hydraulic upper deck ramp and a hydraulically operated folding tail.
2. **Capacity:** Trailer shall have a minimum payload capacity of 100,000 pounds distributed, 70,000 pounds concentrated in any 10' section, at no less than 50 mph.
3. **Construction:** Frame shall be of the "four main beam design", utilizing four longitudinal steel I-beams with 100,000 psi minimum top and bottom flanges and 80,000 psi minimum web. The four main beams shall be of the same web height, with no splicing of the web material. (If necessary, center beams may be tapered to allow the hydraulic recessed ramp specified in Paragraph 7 to set down into the bed when not in use.) Shall be all electric welded construction, meeting American Welding Society standards. The trailer frame shall be crowned to support maximum loads. Crossmembers shall be constructed of no less than 6" I-beam on not more than 8" centers, or, no less than 8" I-beam on not more than 12" centers. The frame shall be designed, constructed and rated for the full capacity of the trailer.
4. **Dimensions:**
 - A. Main deck shall be same level from behind gooseneck to beginning of hydraulic tail. Deck width shall be 102". Deck length from back of gooseneck to beginning of hydraulic tail shall be no less than 28'. Platform portion of hydraulic tail shall extend no less than 8' behind main deck. Overall length of trailer shall be no less than 46'. Loaded deck height, measured at mid-point of deck, shall not exceed 36".
 - B. Gooseneck shall be full width of trailer and provide an upper deck area with a minimum platform length of 9'. Gooseneck shall have a vertical drop to the main deck. Shall have a king pin setting of no less than 15" but no more than 20". Swing clearance behind king pin under gooseneck shall be no less than 84". Fifth wheel loaded height shall be approximately 50".
5. **Flooring:** Shall be laid longitudinally. Flooring material shall be apitong with a nominal thickness of 1-1/2". Wheel well openings and all areas of trailer deck and tail not covered with wood shall be covered with 1/4" minimum steel floor plate. In addition, the hydraulic tail and the fold under section of the hydraulic tail shall be equipped with star type or comparable traction material.
6. **Hydraulic Tail:** Shall be full width of trailer and consist of a platform no less than 8' in length with a fold-under section no less than 36" in length, providing a minimum overall length of 11'. Tail assembly shall raise up approximately 58" and lower to ground level. Shall be equipped with heavy duty I-beam reinforced full width "piano type" hinge and be controlled by a minimum of two (2) hydraulic cylinders no less than 5" in diameter, capable of operating at 2,000 – 3,000 psi. Tail shall have a transport support so that tail ramp is not supported by hydraulic pressure during normal transport mode. The fold-under section shall be hydraulic powered by a minimum of one (1) hydraulic cylinder and shall pivot on not less than 1-1/2" hinge pins.
7. **Hydraulic Recessed Ramp:** Trailer shall be equipped with a recessed hydraulic ramp to provide access from the main deck to the deck area over the gooseneck. Ramp shall be no less than 92" wide and no less than 72" long. Shall be lifted with a minimum of two (2) hydraulic cylinders that will support rated capacity requirements and be equipped with no less than two (2) locking supports to permit loading in the up position. Ramp to be nominally flush with deck in the lowered position.

8. Hydraulic Winch: Trailer shall be equipped with a hydraulic winch with a minimum rating of 12,000 pounds, mounted at the front of the gooseneck. Winch shall be equipped with a minimum of 65' of no less than 7/16" wire rope and be complete with tail chain and hook. A winch remote control unit, complete with a minimum of 50' of cord, shall be furnished. Winch shall have automatic brake and free spooling capability.
9. Hydraulic System and Controls: Shall be set up to receive power for operation from tractor hydraulic system. Trailer shall be equipped with stackable hydraulic control valves, hydraulic cylinders and all necessary hoses, fittings and couplers required for receiving power from the tractor hydraulic system and for operating hydraulic tail, hydraulic recessed ramp and winch. Controls for operating the hydraulic functions shall be conveniently located and placed with regard to operator's safety.
10. Lash Rings: Shall be mounted on not more than 48" centers on outer web the full length of the trailer on both sides.
11. Widening Brackets: Trailer shall be equipped with swing-out or removable widening brackets providing a minimum of 6" of additional width on each side. Brackets shall be mounted on not more than 24" centers from the rear of the gooseneck to the fold-under section on the hydraulic tail.
12. Axles and Suspension:
 - A. Axles: Three (3) axles with a minimum capacity of 22,500 pounds each. Hubs shall have Stemco type oil seals.
 - B. Suspension: Air ride suspension, adjustable to meet varying load conditions. Maximum capacity of suspension furnished shall equal or exceed capacity of axles. Shall have air ride raising and lowering kit to permit raising and lowering of the trailer at the rear for the purpose of moving over a grade crossing or passing under low overhead. Shall include a manual air exhaust valve to allow trailer to be quickly lowered to loading position. Axle spacing to be no less than 49".
 - C. Front Axle Lift: To reduce wear and tear on tires and suspension, the front trailer axle shall be equipped with a lift kit to allow the axle to be lifted when it is not required.
13. Hub Odometer: Roadside rear hub shall be equipped with a hub odometer. (An electronic type odometer is also acceptable.)
14. Brakes: Shall be air actuated, 12-1/4" x 7-1/2" minimum, with automatic slack adjusters on all hubs. Shall be equipped with spring type parking brakes on all three (3) axles. Brakes shall meet Federal Register Requirements.
15. Wheels: Thirteen (13) steel disc, 17.5" diameter tubeless type.
16. Tires: Thirteen (13) 10R17.5 or 235/75R17.5 Tubeless Radials, no less than "H" load range rating.
17. Lights, Turn Signals and Reflectors: Shall be equipped with LED type stop, tail, directional turn signal and clearance lights. Lights and reflectors to meet ICC Regulations and applicable Arkansas Safety Requirements.
18. Air and Light Connection: Mounted at front of gooseneck.
19. Mud Flaps: Mounted behind rear wheels (without advertising).
20. Landing Gear: Two (2) speed landing gear with crank mounted on road side of trailer.
21. Tool Boxes: A minimum of two (2) covered tool boxes shall be provided in front area of gooseneck.
22. Extension Ramps: Two (2) aluminum extension ramps, each no less than 8' long x 16" wide, shall be included to facilitate the loading of asphalt pavers.

23. Color: Unit shall be properly primed and painted Sherwin-Williams No. F1B 4009 Gloss Black Enamel, or equal. Shall include conspicuity striping per current DOT standards.
24. 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.
25. 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.
26. 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.
27. 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).

28. Parts Inventory & Service Facilities: The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
29. 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.
30. 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.