

STANDARD BID CONDITIONS

H-14-217R

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 13-17-177

FOR

DOUBLE BOILER ASPHALT MELTING KETTLE

1. **General:** This specification is intended to cover a 230 gallon minimum double boiler type asphalt melting kettle designed to safely melt, agitate and apply all common petroleum based crack and joint sealing materials which require indirect heating. Unit shall be capable of heating and applying all grades of asphalt rubber sealant, fiber modified asphalt sealant and specification joint sealant. Melting kettle shall be mounted on a trailer with dual independent rubber torsional suspension. Shall be capable of starting at ambient temperature and bringing the sealant material up to application temperature in one (1) hour or less.
2. **Melting Kettle:** Shall have a minimum liquid capacity of 230 gallons. Shall be of double boiler oil jacketed design with the outer tank insulated by no less than 1-1/2" of fiberglass, mineral fiber, ceramic, or material with equal insulating quality. Kettle shall be heated indirectly by an oil chamber with a minimum capacity of 30 gallons but no more than 60 gallons capacity. The material tank and oil jacket shall be constructed of no less than 7 gauge steel. Shall have no less than two (2) temperature gauges with a minimum range of 150° F to 500° F to monitor the temperature of the material and the heating oil. (A digital readout for temperature of the material and the heating oil may be used in lieu of temperature gauges.) Tank shall also be equipped with a 2" minimum draw-off valve.
3. **Agitation:** The sealant material shall be mixed by a bi-directional, hydraulic motor driven vertical agitator with two (2) horizontal paddles with vertical risers on the ends.
4. **Expansion Tank:** An expansion tank shall be provided to allow for heat transfer oil expansion, to minimize oil oxidation, and to prevent moisture condensation from entering the oil reservoir.
5. **Dual Loading Hatches:** Dual openings with weather tight doors shall be located at the top of the material tank providing an opening on each side of the machine to allow safe loading from non-traffic side regardless of which lane is closed. Each opening shall have a minimum area of 252 square inches and provide a loading height of not more than 56". The doors shall be designed to provide anti-splash loading of material.
6. **Material Pump:** Shall be gear type pump located in a heated enclosure. The pump shall be driven by a hydraulic motor and be capable of running in either direction to permit cleaning of the application hose and related plumbing. Pumping of material shall be controlled by a trigger switch on the wand allowing sealant material to be pumped on demand without in-line pressure. The sealant delivery hose, wand, etc. shall be pressurized only when the operator chooses to extrude material.
7. **Sealant Hose and Applicator Wand:** Unit shall be equipped with an electrically heated sealant hose which is specifically manufactured for handling liquid asphalt products up to no less than 400° F. Hose shall have an inside diameter of no less than 3/4" and have a minimum length of 18'. Hose shall be Teflon lined and insulated to prevent hot material from leaking out. The hose temperature shall be controlled with a temperature control unit which adjusts to allow temperature control up to no less than 400° F. The applicator wand shall be constructed of steel or aluminum with sufficient strength to stand up to normal day-to-day operation and be actuated with a trigger switch to control material flow. The connection between the wand and hose shall be through a 360° swivel.
8. **Hose Support:** The hose assembly shall be supported by a swivel boom located at rear area of unit. Boom shall have a minimum nominal length of 6'.
9. **Heating System:** The heat transfer oil shall be heated by a forced air diesel fired burner rated at no less than 290,000 BTU. The burner shall have an electric spark igniter and be equipped with a sensor that detects a lack of burn or ignition and shuts down the fuel supply. Shall have thermostatic control(s) that automatically regulate hot oil and material temperatures. The thermostats shall adjust to allow temperature control up to 425° F.
10. **Engine:** Liquid cooled diesel developing a minimum of 25 horsepower at rated RPM. Shall be equipped with 12 volt electrical system and include starter, alternator, ammeter or charge indicator and battery. Shall have approved type air cleaner, oil filter, fuel filter(s), muffler, electric engine hour meter and all necessary gauges or indicators including oil pressure and water temperature. Shall be equipped with an automatic engine shutdown system which senses low oil pressure or high coolant temperature. Cooling system shall have anti-freeze protection to -20° F, or lower. To provide vandalism and weather protection, the engine shall be located in a lockable enclosure. The battery shall also have a lockable cover if it is not located inside the engine enclosure.
11. **Fuel Tank:** Fuel tank shall be of sufficient capacity to operate the engine and burner for a minimum of eight (8) hours.

12. Trailer: Shall be mounted on a four (4) wheel dual axle trailer equipped with independent rubber torsional suspension and a minimum load carrying capacity of 3,500 pounds per axle.
 - A. Frame: Side rails shall be constructed of one of the following and shall include adequate cross braces.
 - Steel channel with minimum dimensions of 5” depth, 5/16” web thickness with no less than 1.75” flange width.
 - Steel tubing with minimum dimensions of 2” x 6” x 3/16”.
 - Or structural shape and size of equal strength.
 - B. Tongue: Tongue shall be equipped with a towing hitch which is adjustable in height to permit towing with a wide range of towing vehicles. The towing hitch shall be bolted to the hitch plate for easy height adjustment and/or conversion to other type hitches. Unit shall be equipped with a 2-5/16” ball type hitch. In addition, a 3” pintle eye hitch shall be furnished so that unit can be converted for use with a towing vehicle equipped with a pintle hook.
 - C. Wheels & Tires: Shall have steel disc wheels no less than 15” in diameter equipped with no less than ST205/75R15 radial tires of adequate load range to handle loaded unit at highway speeds.
 - D. Spare Wheel & Tire: A spare wheel and tire shall be provided with each unit delivered.
 - E. Surge Brakes: Shall be equipped with surge type hydraulic brakes on all wheels.
 - F. Lights: Shall be equipped with combination stop, tail and turn signal lights and reflectors to meet DOT and ICC regulations, and be complete with six pole round trailer connector including plug for trailer and receptacle for towing vehicle.
 - G. Additional Equipment: Shall have steel fenders, tongue jack with a minimum capacity of 5,000 pounds, and safety chains with hooks.
13. Safety Equipment: A fire extinguisher (10 pounds, minimum), bracket mounted, fully charged, and suitable for use with the unit specified above shall be furnished. Bracket and extinguisher shall be mounted so they do not interfere with the operation of the unit, but are easily accessible to the operator.
14. Color: Unit furnished shall be painted one of the following colors:
 - Sherwin-Williams No. F1B 4009 Gloss Black Enamel, or equal.
 - Arkansas State Highway & Transportation Department Omaha Orange, (equivalent to Sherwin-Williams F1E 4143 Kem Transport Synthetic Enamel).
15. 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.

16. 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.
17. 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 melting kettle 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 melting kettle 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.
18. Training: Successful bidder shall furnish factory trained personnel to instruct Arkansas State Highway and Transportation Department personnel in the use, operation and maintenance of units purchased under this specification.
19. 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).
20. Parts Inventory & Service Facilities: The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
21. 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.
22. 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.
23. 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.