



STANDARD BID CONDITIONS

H-14-226R

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](mailto: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 13-226-054**

**FOR**

**TRACTOR TRUCK WITH WET KIT**  
**66,000 POUNDS GVWR**

1. GVWR: No less than 66,000 pounds.
2. Cab to Axle: Minimum of 105", maximum of 120".
3. Intended Use: Lowboy Trailer.
4. Tires: Ten (10) steel belted tubeless radials, no less than 12R22.5 - "H" Load Range; Single Front and Dual Rear.
5. Wheels: Eleven (11) 22.5" diameter, tubeless type, hub piloted steel disc with 220 mm center hole, 285.75 mm 10 hole bolt circle diameter and no less than 8.25" rim section.
6. Engine: Liquid cooled 4 cycle diesel with a minimum piston displacement of 14.5 liters. Engine furnished shall have a governed speed of no less than 2,000 RPM and develop a minimum of 500 SAE gross horsepower at 1,600 – 1,800 RPM. Shall have a minimum SAE gross torque rating of 1,850 lb. ft. Shall have full flow oil filter(s), fuel filters, dry type air cleaner, 12 volt electrical equipment with not less than 130 amp alternator and maintenance free batteries as regularly furnished with engine specified. Engine shall be equipped with a block heater rated at not less than 1,000 watts which will operate on 120 volts AC.
7. Engine Brake: Jacobs engine brake, or equal, designed to use engine compression to retard engine speed. Shall be capable of utilizing all engine cylinders for braking effect.
8. Engine Shutdown: Engine safety shutdown system with manual or automatic override to include the following features: low oil pressure - warning bell/buzzer plus shutdown, high coolant temperature - warning bell/buzzer plus shutdown and low coolant level - warning bell/buzzer plus light or shutdown.
9. Cooling System: As recommended and regularly furnished by the manufacturer for use with the engine size specified above with anti-freeze protection to -20° F, or lower.
10. Exhaust System: Vertical exhaust stack with rain cap or curved outlet. Exhaust stack to be equipped with a heat shield. May be a single or dual system.
11. Clutch: Heavy-duty type with torque capacity for engine furnished.
12. Transmission: Fuller RTLO-18913A. Transmission shall have synthetic lubricant and be equipped with a transmission oil cooler.
13. Steering: Hydraulic actuated power steering as regularly offered by manufacturer.
14. Front Axle: I Beam Type with wet seals, outboard mounted drums and a minimum capacity of 14,000 pounds.
15. Front Springs: As required to meet axle capacity specified above.
16. Rear Axle: Tandem with inter-axle differential and power divider lockout. Shall be full floating with wet seals, outboard mounted drums, and have a minimum capacity of 52,000 pounds. Shall have a ratio of 4.30 or 4.33 to 1. Alternate ratio may be provided if approved by AHTD prior to delivery.
17. Rear Suspension: Air ride suspension with a minimum capacity of 52,000 pounds. Shall include an air suspension dump valve with switch and indicator light located in the cab.
18. Air System: Shall be equipped with an air compressor with a minimum capacity of 15 cfm. Air compressor shall draw air through the engine air cleaner. Air system shall be equipped with a heated air dryer.
19. Brakes and Trailer Controls: Factory installed full air operated with automatic slack adjusters and dust shields on front and rear. Rear brakes shall have spring set parking brakes. Shall include trailer hand control valve and tractor protection valve. Trailer connections with coiled air hose to be mounted on back of cab. All necessary fittings and equipment for trailer hook-up including coiled electric cable and plug shall be furnished.
20. Frame: Section modulus and yield strength of frame material shall provide a minimum RBM of 2,300,000.
21. Cab: Conventional cab as regularly furnished by manufacturer, complete with insulation and all interior trim. Cab glass shall include windshield, roll-up windows in doors and rear cab glass as a minimum. Shall have key type lock on right and left doors, factory installed fresh air heater-defroster unit, grab handle on each side, right and left sun shades and fitted rubber floor mats.
  - A. Cab Mounts: Air suspension type rear cab mounts.
  - B. Tilt Steering Column: Factory installed.

- C. Instruments: Shall include the following as a minimum:
- (1) Speedometer/odometer
  - (2) Electric tachometer
  - (3) Ammeter or volt meter
  - (4) Oil pressure gauge
  - (5) Coolant temperature gauge
  - (6) Air brake pressure gauge
- D. Cruise Control: Factory installed electronic cruise control.
- E. Air Conditioning: Factory installed air conditioning. Shall include tinted glass all around.
- F. Windshield Wipers: Dual electric intermittent windshield wipers with washers.
- G. Auxiliary Switches: Shall be equipped with a minimum of six (6) rocker switches mounted in the instrument panel for use by bodybuilder or end user to supply power to work lights, warning lights and other auxiliary electrical devices.
- H. Suspension Seats: Driver's and passenger's high back air suspension seats. Shall include driver's and passenger's seat belts.
- I. Radio: Factory installed electronic AM/FM/WB radio.
- J. Heated Mirrors: Dual Heated West Coast Sr. type mirrors no less than 7" x 16" with adjustable brackets and auxiliary convex mirrors.
- K. Air Horn: Single or dual trumpet air horn.
22. Hood: Tilting fiberglass or composite hood and fenders.
23. Lights: Shall be equipped with dual beam headlights, parking lights, clearance lights, automatic backup lights, directional turn signals with column mounted switch and hazard flasher switch. Rear signals to be wired for stop and tail lights in addition to directional signals.
24. Backup Alarm: Shall be equipped with an electric backup alarm meeting the requirements of SAE J994 with a minimum sound level output of 97 decibels.
25. Fuel Tank(s): Single or dual fuel tanks with instrument panel fuel gauge. Minimum fuel capacity of 100 gallons.
26. Fifth Wheel: Sliding fifth wheel with air operated slide release. Shall have no less than 24" of total slide and be mounted no less than 7" above frame. Shall have cast steel top plate and be capable of sliding while loaded.
27. Wet Kit: Unit shall be equipped with a hydraulic wet line kit for the purpose of operating a hydraulic lowboy trailer.
- A. Power Take-Off: Heavy-duty "8 bolt" type equipped with air shift and flange bracket for direct mounting to hydraulic pump.
  - B. Hydraulic Pump and Controls: Hydraulic pump shall be direct mounted to PTO and have a minimum output of 45 gpm at 1,200 – 1,800 RPM with nominal operating pressure of 2,000 to 2,500 psi. Shall be complete with no less than 50 gallon hydraulic reservoir and 60 gpm minimum filter with replaceable element. Control valve shall be equipped with air controls and have sufficient flow rating for system furnished. Shall include all necessary hoses and fittings and include pressure and return hoses of sufficient size and length to make proper hook-up to trailer. Both sides of quick-couplers shall be furnished.
28. Quarter Fenders: Rear quarter fenders (without advertising) mounted in front of tandems to keep dirt and road spray off tractor cab. Quarter fenders may be constructed of plastic or stainless steel.
29. Mud Flaps: Shall have mud flaps (without advertising) mounted behind rear wheels.
30. Color: Cab, Hood, Fenders & Wheels shall be Sherwin Williams F8W2030 Frost White Acrylic Enamel, or equal. Grill, bumper and mirrors shall be as regularly furnished by manufacturer.
31. Warranty:
- A. Cab and chassis shall have truck manufacturer's regular warranty and service as regularly furnished on new vehicles sold to the public. Warranty data shall be furnished with each unit.
  - B. The hydraulic system, fifth wheel, rolling tail board, and other incidental equipment furnished under this specification shall be warranted against defective material and workmanship for a minimum period of twelve (12) months (365 Days) from date unit is placed in operation by AHTD.
    - (1) Warranty shall include all parts, labor and transportation costs to the location of equipment.

- (2) If equipment cannot be repaired on location, warranty shall include cost of transport to the facility where the repair work will be done.
- C. Warranty repairs are to be performed by any authorized dealership of the manufacturer, however, the Successful Bidder will be ultimately responsible for coordinating repairs and insuring that warranty 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.
32. 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. Units 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.
33. Manuals: Successful bidder shall furnish one copy of Parts Book and Service Instructions with each unit. The successful bidder may provide Parts Manuals on computer media (CD ROM, Floppy Disks, etc.) in lieu of printed manuals.
34. Units shall be assembled, adjusted and made ready for continuous operation at time of delivery.
35. Parts Inventory & Service Facilities: The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
36. 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.
37. 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.
38. Delivery Requirements: It will be the responsibility of the Successful Bidder to guarantee delivery of the cab & chassis as specified, including items or equipment installed by a third party contractor, within the quoted time.
39. 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.