

STANDARD BID CONDITIONS

M-14-015R

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. 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 (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. McFadden 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.Mcfadden@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 13-000-083

FOR

TANDEM AXLE FLATBED TRAILER

WITH ROLLING TARP SYSTEM

1. **General:** This specification is intended to cover a flatbed type trailer with a minimum overall length of 48' and sliding tandem axles with air ride suspension. Shall be of a level deck design with positive camber and equipped with a rolling tarp system and a piggyback forklift carrier.
2. **Capacity:** Trailer shall have a minimum capacity of 80,000 pounds distributed.
3. **Deck:** Shall be a level deck design with positive camber and a minimum length of 48'. Deck width shall be 102".
4. **Flooring:** Shall be laid longitudinally. Flooring material shall be Apitong with a minimum nominal thickness of 1-1/8". Each floorboard shall be attached to each crossmember it contacts with a minimum of two screws per junction.
5. **Main Beam:** Shall be constructed of minimum 24" I-Beam. I-Beam shall have top and bottom flanges of at least 3/8" x 5" with a minimum 3/16" web. Web shall be of one (1) piece steel construction with no splices.
6. **Crossmembers:** 4" minimum, steel I-beam with a minimum tensile strength of 80,000 psi on not more than 12" centers.
7. **Side Rails:** Shall be constructed of a minimum of 6" structural steel channel, 6.5 pounds per foot. Shall have stake pockets welded on 24" centers placed along the full length of both side rails. Side rails shall have fully welded single spools between the stake pockets. Shall have a minimum of 3/8" x 2 1/2" rub rails welded to the outside of the stake pockets.
8. **Winch Slide Rail:** One (1) slide rail to be mounted on the driver's side and extend the full length of the trailer. Twelve (12) slide winches containing 4" nylon webbing with a minimum length of 30' and a flat hook on the end shall be provided. Rail shall be mounted in such a manner as not to interfere with the movement of a rolling tarp system.
9. **Rolling Tarp System:** Shall be of a rolling track design. Cover shall be capable of being released from its locking mechanism on either end of the trailer and easily rolled toward the opposite end. Cover shall extend the full length of the trailer deck and provide a weather seal to all surfaces. All operations shall be designed to allow the operator to work from ground level.
 - A. **Height:** Shall be a minimum of 96" from the top of the trailer deck to the top of the tarp. Maximum height of the trailer shall not exceed 13' 6".
 - B. **Width:** Shall be of sufficient width to cover the top of the deck of the trailer and allow access to the stake pockets while retaining a weather seal with the slide rail.
 - C. **Bulkhead:** Shall be full width and full height of the rolling tarp system provided. Shall be equipped with two latching mechanisms, one on either side, to secure the front of the tarp to the bulkhead. Bulkhead shall be fitted with an access door of sufficient size to allow the driver entry to the trailer deck.
 - D. **Trolley Plate:** Shall be constructed of steel and designed to allow the rolling tarp system to easily move the full length of the trailer.
 - E. **Framework:** Shall be constructed of manufacturers standard type and number of tension sections. Sections shall consist of at least three aluminum tension bars, trolleys and corner connectors. Trolleys and corner connectors shall be made of cast metal and allow for easy replacement of damaged components.
 - F. **Tarp:** Shall be constructed of a minimum 20 ounce acrylic coated material which shall be double layered at the corners and bottom. Shall be attached to the framework of the tarp system while not requiring any attachment to the trailer. The rear cover shall be equipped with an air pressure venting system and a mechanism which will allow the cover to be rolled up and stowed out of the work area.
 - G. **Tension Mechanism:** Shall be constructed of steel and allow the operator to apply the proper tension to the rolling tarp system on a trailer with positive camber type deck.

10. Axles and Suspension: Shall be shiftable tandems with a minimum slide range of 60” with slide range divided into 6” increments. Slide mechanism shall be equipped with stop bars that will prevent the axles from sliding rearward into the piggyback forklift mounting structure in the event the slide is disengaged. The slide box locking pins shall be air operated. To insure sufficient clearance for the piggyback forklift mounting, tandem slide range shall be capable of providing a minimum 48” from the rear tires to the rear of the bed. Axles furnished shall have a minimum capacity of 22,500 pounds each and be equipped with Stemco type oil seals. Shall be equipped with air ride suspension and include a manual air exhaust valve. Axle spacing to be no less than 49”.
11. Forklift Carrier: The rear of the trailer shall be equipped with a receiver system designed to carry a 1998 Eagle Pitcher forklift in the piggyback position. Receiver system shall be complete with all hardware, latches and wiring harness necessary to safely mount and haul the above referenced forklift.
12. Hub Odometer: Roadside rear hub shall be equipped with a hub odometer. (An electronic type odometer is also acceptable.)
13. Brakes: Air actuated, 16-1/2” x 7” minimum, with automatic slack adjusters. Shall be equipped with spring type parking brakes on both axles. Shall meet current applicable DOT regulations at time of delivery.
14. Wheels: Nine (9), 22.5” diameter tubeless type hub piloted steel disc with 10 hole bolt circle and no less than 8.25” rim section.
15. Tires: Eight (8) tubeless radials no less than 295/75R22.5 - “G” load range.
16. Spare Tire Carrier: Basket type.
17. Landing Gear: Two (2) speed, retractable vertical screw type with sand pads.
18. King Pin Setting: Minimum of 30”, maximum of 36”, from front of trailer.
19. Under-Ride Protection: Trailer shall be equipped with a rear impact guard which meets FMVSS requirements for under-ride protection.
20. Mud Flaps: Anti-sail type no less than 24” wide and 1/4” thick, without advertising, mounted behind rear wheels.
21. Lights, Reflectors and Turn Signals: Stop and tail lights, turn signals, clearance lights, reflectors and conspicuity markings to meet ICC regulations. All lights shall be LED type with sealed wiring harness.
22. Brake Hose and Wiring Couplers: Shall be located in the center front of trailer. Air lines are to be routed through the center of the trailer and mounted in grommets when passing through obstructions.
23. Color: Shall be painted manufacturers standard color.
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 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, 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. 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.
31. 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.