

STANDARD BID CONDITIONS

M-14-028R

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 (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 14-0-188

FOR

PAVEMENT PROFILING AND MILLING MACHINE

1. **General:** This specification is intended to cover a self propelled, track type pavement profiling and milling machine capable of profiling and milling asphalt or concrete for leveling and bonding, surface repair, surface refinishing, surface texturing and pavement removal. Machine shall be equipped with a front discharge truck loading conveyor.

The machine purchased under this specification will be transported on a Fontaine TA50NB detachable gooseneck trailer. The trailer has a load deck length of 26' and a deck width of 102". The machine must be capable of being loaded and transported on this trailer without any modification to the trailer.

2. **Power Unit:** Liquid cooled diesel with a minimum piston displacement of 18 liters developing no less than 650 gross horsepower at 2,100 RPM. Shall be equipped with electric starting equipment including starter, battery, alternator and charge indicator. Shall have approved type air cleaner, oil and fuel filters, muffler and fuel tank with a capacity for no less than eight (8) hours of operation. Cooling system shall have anti-freeze protection to -20° F, or lower.
3. **Propulsion:** Hydrostatic drive with each track assembly driven by an independent hydraulic motor. Shall provide variable operating speeds from 0 to a maximum of no less than 95 ft/min. and variable travel speeds from 0 to a maximum of no less than 3.0 mph.
4. **Track Assembly:** Shall have four (4) crawler track assemblies. Tracks shall be equipped with polyurethane track pads.
5. **Brakes:** Service brakes shall be dynamic through hydrostatic propulsion system. Shall also be equipped with a parking/emergency brake which applies automatically at loss of hydraulic pressure.
6. **Steering:** Shall have hydraulic actuated steering with automotive type steering wheels on each side of operator's station. Shall provide the following steering modes as a minimum:
 - Front only
 - Rear only
 - Front and rear coordinated
 - Crab
7. **Milling Drum Assembly:** Assembly shall be securely attached to the machine's main frame, be detachable and be enclosed by heavy duty cowling with easy access for replacing cutter bits. Maximum cutting depth shall be no less than 10". Cutting width shall be no less than 76" and no more than 86". Shall be designed to cut flush to curbs and other vertical obstructions. Milling drum shall be equipped with an internal water system in which fresh water is constantly supplied to the interior of the drum. The cutter teeth shall be snap-in C3 type carbide bits mounted in individual non-weld quick change blocks. Cutter tooth spacing shall be no more than 3/8" to produce a micro textured surface. Blocks to be tapered to match tapered base so that positive locking of the tool block in the direction of circumferentially applied vector force is assured. Blocks to be designed to provide a self-locking aspect and at the same time permit rapid replacement of worn tool blocks. Tooth life shall be further enhanced by the use of an internal water spray system supplied to the teeth by carefully directed nozzles in the milling drum.
8. **Water Tank:** Spray system water tank shall have a minimum capacity of 1,000 gallons.
9. **Moldboard:** Shall have hydraulically controlled down pressure and be equipped with a replaceable cutting edge.

10. Milling Drum Drive: Power shall be transmitted from the engine to the milling drum through a clutch and V-belts to a planetary reduction gear at the milling drum. Planetary reduction gear furnished with machine shall be Fairfield W50D, or a compatible unit with equal or greater torque rating. If a compatible planetary unit is furnished, it shall be fully interchangeable with the Fairfield W50D reduction gear (all bolt patterns, bolt circle diameters, etc. to be the same). Shall have an automatic hydraulic belt tensioner to maintain proper belt tension at all times.
11. Conveyor: Unit shall be equipped with a front mounted truck loading conveyor. Conveyor system shall consist of a primary conveyor and a discharge conveyor. Conveyors shall be hydraulically driven and have variable speed control on the discharge belt.
 - A. Primary Conveyor: Shall have a minimum belt width of 36". The primary conveyor shall have a hydraulically operated front door or breaker plate which provides an adjustable down pressure to prevent slabbing of the road surface in front of the machine. Shall allow up to 8" of hydraulic adjustment for varying depths.
 - B. Discharge Conveyor: Shall have a minimum belt width of 36" and be equipped with a cover for dust control. Discharge conveyor shall extend a minimum of 20' in front of the machine and have a minimum discharge height of 12'. Shall have a minimum swing of 45° either side of center.
12. Grade and Slope Control: Machine shall be equipped with an automatic grade control system to control the depth of cut. Shall also have slope control capable of referencing and controlling cut for right or left slope. Machine shall have three non-contacting grade sensors or a combination of one contacting and two non-contacting sensors that mount on the side of the machine. Ground control for electronics shall have the ability to change from cross-slope to grade from ground level. System shall have monitors and controls at ground level and at the operator's station. Manual override of the automatic system shall also be provided.
13. Remote Monitoring System: Unit shall be equipped with an integrated factory installed remote monitoring system which interacts with electronic system controls. System shall offer the following capabilities as a minimum.
 - A. System shall be capable of monitoring and storing electronic data produced by the machine.
 - B. Unit shall be equipped with cellular communication capability for the transmittal of collected data.
 - C. This data shall be accessible to designated employees of the department for review from any internet connection. All data shall be in real time.
 - D. Data collected by this system shall be stored by the manufacturer for a period of not less than (1) one year (twelve months). This historical data shall be accessible to designated employees of the department for review from any internet connection.
 - E. The system shall be capable of notifying the manufacturer/dealer and AHTD personnel in the event a fault code is generated by a component of the machine. If the code is a priority code (immediate attention required, such as low engine oil pressure, low coolant, high coolant temperature, hydraulic pressure, etc.) the manufacturer/dealer will immediately contact AHTD personnel to verify receipt of message.
 - F. System shall be capable of allowing remote access by technicians for the purpose of diagnostic trouble shooting and software updates.
 - G. Unit shall be capable of showing the exact location of the machine as a street address and GPS coordinates.
 - H. Shall be capable of showing hour meter reading in real time and have the ability to notify maintenance personnel when service is due. AHTD personnel shall have the capability to set service parameters in the system for each unit.

I. System shall be capable of generating the following reports as a minimum.

- (1) Unit tracking.
- (2) Idle time.
- (3) Machine usage.
- (4) Engine fuel burn.

J. System shall allow designated AHTD personnel the ability to establish geofencing and curfew parameters for each unit.

K. The subscription for this package shall be provided to the AHTD free of charge for a minimum of (3) three years (36 months).

14. Hydraulic System: Shall consist of reservoir with baffles, pump, motors, cylinders, control valves, necessary relief valves and necessary filters with replaceable elements. Controls for hydraulic valves shall be convenient to operator.
15. Operator's Station: Shall have a full width operator's station with a non-skid surface. All necessary controls for operating the machine shall be provided on each side of the operator's station. Access to the operator's station shall be provided by non-skid steps and grip handles. Instrumentation shall include engine oil pressure, water temperature, battery charging indicator, hydraulic oil pressure, electric hour meter, engine tachometer and any other gauges or indicators necessary for proper operation of unit.
16. Washdown System: Shall have a pressurized water system, complete with hose and hand spray nozzle, for cleanup of machine.
17. Air System and Knock-Out Tool: Machine shall be equipped with an air compressor and air tank for air tool use to allow a complete changing of all cutter teeth and blocks. Shall be complete with quick connect fittings, pneumatic knock-out hammer, required tool bits for hammer and hose of sufficient length to properly complete cutter bit change on machine furnished under this specification.
18. Lighting: Shall have a minimum of two (2) sealed beam headlights on front. Shall also have a minimum of two (2) amber warning lights which can be used as a hazard warning system. In addition, no less than two (2) combination tail and stop lamps with red lens, two (2) red reflectors, four (4) flood lights and one (1) amber revolving light shall be furnished.
19. Vandalism Protection: Items normally furnished by the manufacturer for vandalism protection shall be furnished, including instrument panel guard and fuel, water and hydraulic cap locks.
20. Additional Equipment: Shall have a backup alarm meeting the requirements of SAE J994 and a horn. Shall have a complete set of spare tool holders. If welding fixtures are required for repair of tool holders, they shall be furnished.
21. Color: Manufacturers standard color is acceptable.
22. 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.
23. **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.
24. **Literature:** **Manufacturers literature, verifying adherence of proposed unit to each line item addressed in this specification, shall be submitted with the bid. 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.**
25. 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.
26. **Manuals:** The successful bidder shall furnish one (1) Operator’s Instruction Manual with each unit delivered and one (1) copy each of Shop Repair Manual and Parts Book to each FOB point.
- The successful bidder may provide Shop Repair Manuals and Parts Manuals on computer media (CD, DVD, USB Drive, etc.) in lieu of printed manuals.
27. **Training:** A Factory Representative shall be available for a minimum of three (3) days to instruct AHTD personnel in the operation and maintenance of the machine. Consultant service shall also be provided for any problems that may be encountered during the warranty period.
28. Unit shall be assembled, adjusted and made ready for continuous operation at time of delivery.
- All parts, accessories and tools necessary for satisfactory operation 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).
29. **Parts Inventory & Service Facilities:** The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.

30. 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.
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.