

STANDARD BID CONDITIONS

H-15-314R

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. When a bidder claims and can show clear and convincing evidence that a material mistake was made in the bid and was not the bid intended, the bidder may be permitted to withdraw their bid prior to award without forfeiture of bid bond. 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). These bonds shall not only serve to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and material until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled. 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. 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.

Free language assistance for Limited English Proficient individuals is available upon request.

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
LITTLE ROCK, ARKANSAS
EQUIPMENT AND PROCUREMENT DIVISION
BID SHEET**

Contract No.: H-15-314R

BIDDER: _____

1. **1** – Lowboy Trailer, Double Drop, Tri-Axle with Detachable Gooseneck, to meet AHTD Spec. **15-184A-084.**

FOB: **AHTD – Equipment and Procurement, 11302 West Baseline Road, Little Rock, AR 72209**

Bid Price (Do not include any Local, State or Federal Taxes) Each \$ _____

Total for **1** Trailer \$ _____

Trailer **proposed as meeting specifications:**

Make _____ Model _____ Warranty _____

Guaranteed Delivery Date _____

Additional Units may be purchased at the same pricing and conditions through _____
(Date)

BID TOTAL \$ _____

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIFICATION 15-184A-084

FOR

THREE AXLE, DETACHABLE GOOSENECK, LOW BED TRAILER

A. General Conditions:

1. **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.
2. **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.
3. 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.
4. **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.

5. **Training:** The successful bidder shall furnish qualified personnel to instruct AHTD operators and service technicians on operation and maintenance of machine.

In addition, the successful bidder shall furnish information on any factory service schools which would be available for AHTD service technicians.

6. Shall be assembled, adjusted and made ready for continuous operation at time of delivery.
7. 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).
8. **Parts Inventory & Service Facilities:** The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
9. **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.
10. **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.

B. Unit Specifications:

1. **Type:** Three (3) Axle Low Bed Semi-Trailer with hydraulic detachable gooseneck and double drop deck. The trailer is intended to be capable of moving a Caterpillar PM-201 pavement milling machine or larger as chosen AHTD.
2. **Capacity:** Trailer shall have a minimum payload capacity of 55 Tons (110,000 pounds), concentrated on any (12') section of the platform, at no less than 60 mph.
3. **Construction:** Frame shall be of the "four main beam design", utilizing four longitudinal steel beams fabricated of 100,000 psi minimum yield strength steel for the upper and lower flanges. The four main beams shall be of the same web height, with no splicing of web material. The web shall have 80,000 psi minimum yield strength. Shall be all electric welded construction, meeting American Welding Society standards. The trailer frame, from the front of the deck to the rear of the trailer, shall be arched to support maximum loads. The camber over the length of the deck area on the empty trailer shall be no less than 1 ¼" and no more than 2 ½". Crossmembers shall be constructed of no less than 10" I-beam on no more than 24" centers combined with 4" crossmembers on no more than 12" centers. The trailer frame shall be extended laterally between the axles and behind the rear axle to provide load bearing surface (bolsters). A beavertail is not required. The frame shall be designed, constructed and rated for the full capacity of the trailer and equipped with upper flange reinforcement. The lower flange of the rear subframe shall be one continuous piece from the rear of the trailer extending a minimum of 3' into the main deck, overlapping main deck lower flange.
4. **Dimensions:** Main deck shall be double drop type with a minimum of 28' of clear deck for loading equipment as measured from the back of the gooseneck to the front of the ramp ahead of the tires. Shall have not more than 32° incline to rear deck over wheels. Deck width shall be 102". Length from back of gooseneck to rear end of trailer shall be no less than 42'. Overall length of trailer shall be no more than 55'. Loaded height to top of main deck shall not exceed 24". Road clearance at full load to be no less than 8", measured at midpoint of deck.
5. **Gooseneck:** Shall be scraper style 13' in total length, hydraulic detachable, non ground bearing/engaging type and include a hydraulic cylinder to support the gooseneck when disconnected from the trailer bed. Shall include a fabricated T1 steel support arm and cross bar able to reach both side of the truck frame. Shall be self-aligning by use of guides which align components for attachment. The alignment method shall compensate for the trailer deck being out of level or below ground level by up to 4" and shall also center the gooseneck and the deck for proper connection. Alignment guide shall be no less than 28" wide. The gooseneck shall allow 40" of vertical travel and be capable of raising deck above or lowering deck below transport position providing the ability to move over a grade crossing, or under low overhead without ground contact or blocking. Shall have ratcheting ride height control with a minimum of 5 settings. The under side of the gooseneck shall be designed and manufactured with a 4" relief for added clearance over the tractor tandems. Shall have two king pin settings which allow a swing radius clearance of no less than 102" but no more than 112". Fifth wheel height shall be approximately 50".
6. **Gooseneck Lock:** The gooseneck to trailer deck locking system shall include a tapered lock pin with a minimum diameter of 2 7/8". The locking pin shall be air actuated to retract and have a spring loaded self locking mechanism that provides a positive lock between the gooseneck to the trailer deck when the locking pin is engaged. The locking system shall incorporate a secondary safety lock to prevent the main locking pin from being retracted when the trailer ride height is set in any of the 5 ratcheting ride height road ready positions. The locking system shall also keep the ride height positions from being set if the primary lock pin is not in its locked position. Inverted fifth wheel locking devices are not acceptable for this application.
7. **Hydraulic System and Controls:** Shall be equipped with an onboard Honda powerunit rated at a minimum of 13 horsepower. Powerunit shall be mounted between the webs of the gooseneck frame rails, below the upper flange. Shall have a weather tight cover and removable lower plates for access during service without having to remove the powerunit. The hydraulic system shall be equipped with a selector valve that allows the unit to receive power for operation from an alternate hydraulic system while still using the same controls. All hoses, cylinders, valves, engine controls and wiring necessary for operation of the hydraulic system and powerunit shall be furnished. Controls shall be located on the left side of the gooseneck easily accessible from the ground.
8. **Flooring:** Shall be laid longitudinally and include center decking between beams on main deck, except for an area approximately 48" in length immediately behind the gooseneck. This area shall be equipped with a minimum ¼" wire mesh screen to form a dunnage well. Flooring material shall be apitong with a minimum nominal thickness of 1 5/8". The center section over the axles shall be covered with a minimum of 3/8" steel diamond floor plate and shall be mounted flush with the top of the load bearing wheel covers. This flooring section shall be bolted on and designed to be

removable to allow access for maintenance of suspension and brake components. The surface of the incline from the main deck to the deck area over the axles shall be diamond treadplate or have grouser bars welded in place. The slop of the incline shall not exceed 32 degrees.

9. Wheel Covers: Shall be raised, load bearing, bolt on design manufactured from a minimum of 3/8" diamond plate. Wheel covers shall have a load rating of no less than 27,500 lbs per side.
10. Front Load Ramps: Shall be equipped with front fold down, double hinge bridge style loading ramps, no less than 30" in length, capable of being easily raised by one person. Shall be fabricated using a minimum of T1 steel with grouser bars welded on the top surface area. The incline of the flip ramps when folded down on a flat surface shall not exceed 23% for ease of loading roller style equipment when necessary. Single hinge or wedge type ramps are not acceptable for this application.
11. Lash Rings: Shall have a minimum of seven (7) bent lash rings on each side of main deck capable of protruding above the deck no less than 2" when in use. Shall also include one (1) lash ring on each side of bolsters and two (2) on rear of trailer (minimum of 18 total bent lash rings).
12. Widening Brackets: Trailer shall be equipped with swing-out, full depth, widening brackets providing a minimum of 12" of additional width on each side of the deck. Brackets shall be mounted on not more than 24" centers on the main deck from the rear of the gooseneck to the front of the ramp ahead of the tires. Shall be full flange to flange type, manufactured of T1 steel with a minimum 2" wide top set plate. Front and center outriggers shall have a 4" wide top set plate and may be swing out, slide out or pin on type. The outriggers shall be capable of supporting 55 tons with the primary load being placed to the center of the outriggers.
13. Axles and Suspension: Shall have three (3) axles with a minimum capacity of 27,500 pounds each. Axle housings shall be a minimum of 5" diameter with no less than 3/4" wall thickness. Shall have air ride suspension, with a manual ride height control adjustable to meet varying load conditions. Shall have air ride raising and lowering kit to permit raising or lowering of the trailer at the rear for the purpose of moving over a grade crossing or passing under low overhead obstructions. Shall include a manual air exhaust valve to allow trailer to be quickly lowered to loading position. Rear axle shall be air actuated lift type allowing it to be carried in a stowed position when the trailer is in transit without a load. Raising and lowering shall be accomplished with a control switch mounted on the rear of the trailer. Axle spacing to be no less than 54 1/2". Hubs shall have Stemco type oil seals. Roadside middle hub shall be equipped with a hub odometer.
14. Brakes: Shall be air actuated, 16-1/2" x 7" minimum, with automatic slack adjusters on all hubs. Shall be equipped with spring type parking brakes on all three (3) axles. Brakes shall meet Federal Register Requirements.
15. Wheels: Thirteen (13) steel disc, 22.5" diameter tubeless type.
16. Tires: Thirteen (13) 255/70R 22.5 tubeless Radials, not less than H load range rating. All tires must have speed restriction that exceed 65 MPH.
17. Lights, Reflectors and Turn Signals: Stop, tail, clearance lights, reflectors and directional turn signal lights to meet ICC Regulations and applicable Arkansas Safety Requirements. Two amber strobe lights shall be permanently mounted at the rear of the trailer and be equipped with a battery back up. Strobe lights to be actuated by a switch mounted in the rear control panel. All lights shall be LED.
18. Air and Light Connection: Shall be mounted at front of gooseneck. A four (4) prong female plug outlet shall be mounted at the rear of the trailer for additional lighting if necessary.
19. Mud Flaps: Trailer shall have mud flaps (without advertising) behind rear wheels.
20. Color and Paint: The metal surfaces shall be media blasted and primed prior to painting. Unit shall be painted Gloss Black Enamel using a two part Polyurethane at a minimum.
21. Warranty: Trailers purchased under this specification shall be warranted against defects in material and workmanship for a minimum period of twelve (12) months from date unit is placed in operation by AHTD. The trailer frame shall have a (60) month non pro-rated structural warranty. Warranty shall include parts, labor and transportation cost to location of equipment. If equipment cannot be repaired on location, warranty shall include cost of transport to the facility where the repair work will be done.