

STANDARD BID CONDITIONS

H-16-211P

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 & TRANSPORTATION DEPARTMENT
LITTLE ROCK, ARKANSAS
EQUIPMENT & PROCUREMENT DIVISION

Contract No. H-16-211P

BIDDER: _____

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
1.	Small	20	ea.	\$ _____	\$ _____
2.	Medium	20	ea.	\$ _____	\$ _____
3.	Large	20	ea.	\$ _____	\$ _____
4.	XL	20	ea.	\$ _____	\$ _____
5.	2XL	20	ea.	\$ _____	\$ _____
6.	3XL	20	ea.	\$ _____	\$ _____
7.	4XL	20	ea.	\$ _____	\$ _____
8.	5XL	20	ea.	\$ _____	\$ _____

BID TOTAL: _____

**ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT**

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation (Department) complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws and therefore does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in admission or access to and treatment in Department 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 (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@ahtd.ar.gov.

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 & Transportation Department
Specification for
ANSI/ISEA 107-2010 Compliant Class 3
High Visibility Rainwear with
Orange Jacket & Orange/Black Class E trousers

Scope:

The following specification outlines the high visibility requirements for rainwear that will be worn by AHTD (Arkansas State Highway & Transportation Department) employees for enhancing their visibility while working in or adjacent to moving traffic, heavy equipment, work zones or other endangering elements

Description:

The ANSI/ISEA specifications and or requirements mentioned hereinafter will be specifically referring to the “most current edition” of ANSI/ISEA 107-2010, American National Standard for High Visibility Safety Apparel and Headwear specification and guidelines. This specification is for finished ANSI/ISEA Class 3 high visibility rainwear that will be worn by AHTD personnel during day and night conditions. The class 3 rainwear shall be in compliance with the 2009 Edition of the MUTCD Part 6E.02 - High-Visibility Safety Apparel. The class 3 rainwear must be manufactured using ANSI/ISEA certified background and retroreflective component materials and meet all of ANSI/ISEA design requirements. Component reflective material in this specification shall be separately certified to ANSI/ISEA specifications by a competent and qualified independent laboratory

1. Background Material – ANSI/ISEA 107-2010 certified:

- a. Fabric shall be fluorescent Red Orange per ANSI/ISEA 107-2010 Section 6.1.1.
- b. Background materials made of ANSI 107 certified orange 100% polyester 300D (denier) Oxford with breathable polyurethane (PU) coating, 180gsm (5.29 oz), and black 100% nylon 200D Oxford with breathable PU coating.
- c. Lining will be ANSI 107 certified orange 100% polyester knitted mesh fabric, 105gsm (3.08 oz). This mesh is soft so that it can be worn over skin without irritation. The lining includes arms and body.
- d. Fabric shall maintain color and appearance when subjected to outdoor weathering, UV exposure and care label recommendations.

2. Retroreflective Trim – ANSI/ISEA 107-2010 certified:

- a. Shall be 3M™ Scotchlite™ Reflective Material – 8910 Silver Fabric Trim, or approved equivalent.
- b. Shall be ANSI/ISEA 107-2010 level 2 retroreflective material.
- c. Shall be 2 inches wide and sewn onto the outer shell with seam sealing tape compound on the back side of the stitches to prevent the rainwear from leaking.
- d. Reflective Material must be certified to 50 domestic wash cycles.

Jacket Design and Performance Benefits (Diagram A)

- a. Smallest size jacket shall have 310 square inches of visible 3M™ Scotchlite™ Reflective Material – 8910, or approved equivalent, and 1240 square inches of visible background material.
- b. If worn alone the jacket shall meet the requirements of class 3.
- c. All seams are hidden and the lining is independent of the outer shell except at the outside edges and the wrists.
- d. All external seams will be taped to ensure garment is waterproof.
- e. The jacket shall have 1 horizontal band of 2-inch wide 3M 8910, or approved equivalent, sewn 360 degrees around the body of the jacket.
- f. One band of 2-inch wide 3M 8910, or approved equivalent, shall be sewn 360 degrees around the jacket in the mid chest area.
- g. The jacket shall have one 2 inch wide 3M 8910 Scotchlite Reflective, or approved equivalent, material sewn over each shoulder with the bottom of the over the shoulder bands sewn under the top band of the 360 degree horizontal band.
- h. Each sleeve shall have two bands of 2-inch 3M 8910, or approved equivalent, sewn around each sleeve with the bottom band around each sleeve placed at least 5-inches from the end of the cuff. The second band around the sleeve shall have the same spacing as the top and bottom 360 degree horizontal bands around the body.
- i. The jacket shall have a 5-inch high by 3-inch wide cell phone pocket with an external pocket flap.
- j. There will be two 7-inch external flapped waist pockets with 6-inch wide pocket openings.
- k. The collar will be made of the same material and color as the jacket and will be made such that the hood can be rolled up and secured with hook and loop closures inside the collar. The collar will be lined with ANSI 107 certified orange 100% polyester knitted mesh, 105gsm (3.08 oz).
- l. The jacket will have a storm flap over the zipper that extends from the top of the jacket collar to the bottom hem of the jacket.
- m. The jacket shall have a detachable hood that can be rolled and stored into a compartment on the collar.
- n. The hood will have an adjustable drawstring with black toggle style plastic adjustors on each end of the drawstring.
- o. The arms shall have adjustable cuffs with snap closures.
- p. The 3M 8910, or approved equivalent, incorporated onto the jacket shall be certified to 50 home washing cycles.

Logo materials and design

- a. The AHTD logo shall be block 2-inches high and made from 3M 5807, or approved equivalent, Custom Cuttable Transfer Film.
- b. The logo shall be centered onto the back upper area of the rainwear.(Diagram A)

Trousers Design and Performance Benefits (Diagram B)

- a. The smallest size trousers shall have a minimum of 109 in² inches of 3M™ Scotchlite™ Reflective Material – 8910, or approved equivalent, and 465 in² square inches of visible background material to meet the requirements of ANSI/ISEA 107-2010 requirements for Class E trousers.
- b. Background materials made of ANSI 107 certified orange 100% polyester 300D (denier) Oxford with breathable polyurethane (PU) coating, 180gsm (5.29 oz), and black 100% nylon 200D Oxford with breathable PU coating.
- c. Lining will be ANSI 107 certified orange 100% polyester knitted mesh fabric, 105gsm (3.08 oz). This mesh is soft so that it will not irritate the skin. The lining includes arms and body.
- d. The waist shall have both elastic and draw string for maximum adjustment for comfortable fit.
- e. Side pocket will be pass-thru pockets to allow trouser access.
- f. 15mm black heavy duty color matched orange snaps with reinforcements to ensure that the snaps are not pulled thru the fabric.
- g. Fabric shall maintain color and appearance when subjected to outdoor weathering, UV exposure and care label recommendations. Seams will be taped to ensure garment is waterproof.
- h. The bottom band of 2 inch 3M™ Scotchlite™ Reflective Material – 8910, or approved equivalent, shall be applied on each trouser leg on top of the black outer shell material.
- i. The second band shall be on each leg and have at least two (2) inch spacing between the bands. (See Diagram B)
- j. The 3M 8910, or approved equivalent, shall be certified to 50 domestic home washing cycles.

Diagram A



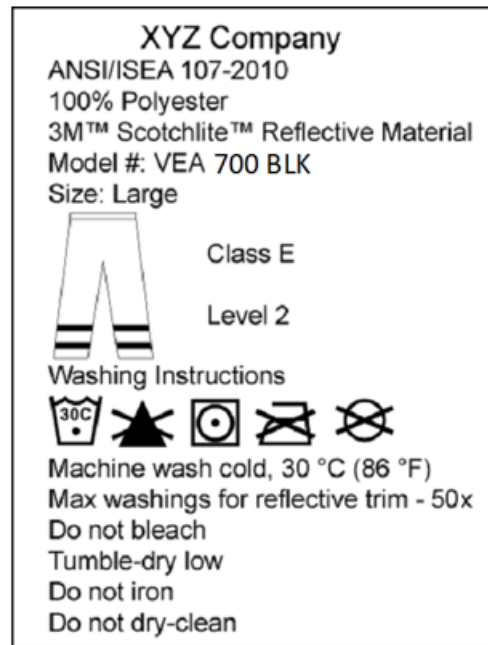
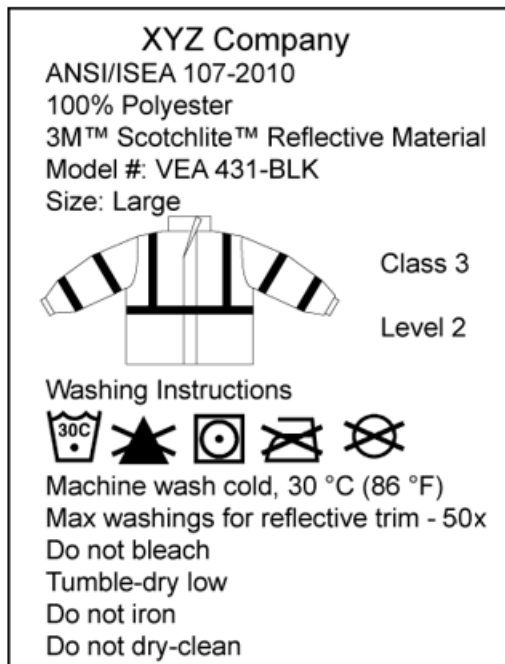
Diagram B



Garment Label:

The garment label shall include the following information:

- a. Manufacturer
- b. ANSI/ISEA 107-2010 compliant language
- c. Pictogram of design
- d. Fabric type
- e. Model # (optional)
- f. Size
- g. Information stating garment class and retro reflectivity level
- h. Care guide
- i. The manufacturer (winner of the bid) shall provide Instructions for garment use and care. This may be provided on a garment label that includes special care instructions and appropriate precautions to observe.
- j. Country of manufacturer



Certificates:

Third party ANSI/ISEA 107-2010 certificates of compliance for both component materials shall be kept on file at the manufacturer, and a copy of all certificates shall be sent to Ken Jordan, AHTD Training & Safety and to Chicita Pate, AHTD Purchasing Agent, 10324 Interstate 30; P.O Box 2261, Little Rock, AR 72203-2261. Failure to submit proper ANSI/ISEA 107-2010 certifications with bid will result in bid rejection.

Workmanship:

The high visibility rainwear shall be of expert workmanship. The garments shall be comfortable to wear, free of ragged edges, surface blemishes, loose stitches, uneven seams or any defect that would render the garment ineffective for its intended use.

Sizing:

The rainwear shall be made to the dimensions of the smallest size as shown in diagram A of this specification and still meet the minimum square inches for visible background material as specified in ANSI/ISEA 107-2010 for a class 2 compliant garment. Size small to 5XL

Packaging:

Rainwear shall be packaged in plastic bags with one size per bag and one size per shipping carton.

Cooperative Purchasing. Other tax-supported entities* in Arkansas (cities, counties, state agencies, school districts, etc.) may purchase commodities covered in 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 minimum order quantities, etc.) as agreed by both parties, but could not be raised above the contract bid price under any circumstances. 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 would make contact directly with the appropriate vendor(s). The Highway Department would 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 would 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.