

STANDARD BID CONDITIONS

H-16-319P

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@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 AND TRANSPORTATION DEPARTMENT
LITTLE ROCK, ARKANSAS
EQUIPMENT AND PROCUREMENT DIVISION
BID SHEET**

Contract No.: H-16-319P

BIDDER: _____

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1. **1** - Cab & Chassis, 33,000# GVWR, 120" CA, Automatic Transmission, Diesel with 15' Box Body, to meet AHTD **Spec. 16-057**.

FOB: **AHTD – Equipment & Procurement, 11302 W. Baseline Rd., Little Rock, AR 72209**

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

Total for **1** Cab & Chassis \$ _____

Cab & Chassis 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 16-057

FOR

CAB AND CHASSIS

33,000 POUNDS GVWR

WITH BOX BODY

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. Units manufactured for foreign markets will not be accepted. All equipment offered under this specification shall be new. Used, reconditioned, shopworn, demonstrator, prototype or discontinued models are not acceptable. Manufacturers of the units supplied must have been in the business of producing operational units for at least two years and must have recently sold similar units to domestic governmental agencies. The model furnished must have been in production for a minimum of one year, or be the latest version of a previous model. Bidder(s) will 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. Units shall be assembled, adjusted and made ready for continuous operation at time of delivery.
5. 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.

6. All parts, accessories and tools necessary for satisfactory operation of 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).
7. Parts Inventory & Service Facilities: The successful bidder shall maintain a representative inventory of replacement parts and service facilities for servicing equipment bid on.
8. Delivery Requirements: It will be the responsibility of the Successful Bidder to guarantee delivery of the cab & chassis as specified, including items or equipment installed by a third party contractor, within the quoted time.
9. 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. Cab & Chassis:
 - a. GVWR: No less than 33,000 pounds.
 - c. Cab to Axle: Nominal effective CA of 124”.
 - d. Intended Use: 15’ box body.
2. Tires and Wheels: Seven (7) 11R22.5 steel belted tubeless radials - load range “H” minimum. Shall be mounted on 22.5” diameter tubeless type, hub piloted steel disc with 220 mm center hole, 285.75 mm ten (10) hole bolt circle diameter and not less than 8.25” rim section. All tires must have speed restriction that exceeds 65 MPH.
3. Engine: Turbocharged 4 Cycle diesel with a minimum piston displacement of 7.6 liters developing no less than 250 SAE gross horsepower at rated RPM and no less than 800 lb. ft. SAE gross torque. Shall have a minimum governed speed of 2,200 RPM. Shall have full flow oil filter(s), fuel filters, dry type air cleaner, 12 volt electrical equipment with no less than 130 amp alternator and maintenance free batteries as regularly furnished with engine specified. Engine shall be equipped with a block heater rated at no less than 1,000 watts which will operate on 120 volts AC.
4. Cooling System: As recommended and regularly furnished by the manufacturer for use with the engine size and PTO provision specified above with anti-freeze protection to -20° F, or lower.
5. Exhaust System: Vertical exhaust stack with curved outlet. Exhaust stack shall be equipped with a heat shield. If the DPF is part of the exhaust stack, the clearance to the box body must be pre approved. Exhaust system design and/or components shall not hinder the instillation of the box body behind the cab.
6. Engine Shutdown: Engine safety shutdown system with manual or automatic override to include the following features: Low oil pressure - warning bell/buzzer plus shutdown, high coolant temperature - warning bell/buzzer plus shutdown and low coolant level - warning bell/buzzer plus light or shutdown.
7. Throttle Control: Engine shall be equipped with an in-cab throttle control for use with PTO. Shall be electronic control type.
8. Fuel Tank: Single fuel tank with instrument panel fuel gauge. Tank shall have a minimum fuel capacity of 100 gallons and be mounted on the left side of the truck under the cab.
9. Transmission: Allison 3500 RDS automatic with six (6) speed programming and PTO provision. Transmission shall have synthetic lubricant and be equipped with transmission oil cooler.
10. Steering: Hydraulic actuated power steering as regularly offered by manufacturer.
11. Front Axle: I Beam Type with wet seals, outboard mounted drums and a minimum capacity of 12,000 pounds.
12. Front Springs: As required to meet axle capacity specified above.
13. Rear Axle: Single speed full-floating type with wet seals, outboard mounted drums and a minimum capacity of 21,000 pounds. Ratio of 6.14, 6.17, 6.43 or 6.50 to 1. Alternate ratio may be provided if approved by AHTD prior to delivery. (Axle ratio should provide a maximum theoretical geared speed of no less than 66 MPH and still provide acceptable startability under load.)
14. Springs: As required to meet GVWR and axle ratings specified above. Rear springs shall consist of both main and auxiliary or overloads.
15. Air System: Air compressor shall have a minimum capacity of 13.2 cfm and draw air through the engine air cleaner. Air system shall be equipped with a heated air dryer.
16. Brakes: Factory installed full air operated two shoe type with automatic slack adjusters and dust shields on front and rear. Rear brakes shall have spring set parking brakes.
17. Trailer Controls: Shall be equipped with trailer brake controls providing electric brake and electrical hookup. Shall include factory installed intergrated trailer brake controller. Seven wire electric cable shall be routed to end of frame and shall be equipped with 7-wire receptacle.
18. Frame: Section modulus and yield strength of frame material shall provide a minimum RBM of 1,210,000 in/lb.

19. Ground Clearance: Frame mounted components (fuel tanks and fuel tank brackets, steps, air tank, battery boxes, etc.) shall have a minimum of 11" ground clearance.
20. Cab: Conventional cab as regularly furnished by manufacturer, complete with insulation and all interior trim. Cab glass shall include windshield, roll-up windows in doors and rear cab glass as a minimum. Shall have key type locks on right and left doors, factory installed fresh air heater-defroster unit, grab handle on each side, right and left sun shades and fitted rubber floor mats.
 - (a) Instruments: Shall include the following as a minimum:
 - (1) Speedometer/odometer
 - (2) Electric tachometer
 - (3) Ammeter or volt meter
 - (4) Oil pressure gauge
 - (5) Coolant temperature gauge
 - (6) Transmission oil temperature gauge or warning light
 - (7) Air brake pressure gauge.
 - (b) Air Conditioning: Factory installed air conditioning. Shall include tinted glass all around.
 - (c) Tilt Steering Column: Factory installed.
 - (d) Windshield Wipers: Dual electric intermittent windshield wipers with washers.
 - (g) Auxiliary Switches: Shall be equipped with a minimum of six (6) rocker switches mounted in the instrument panel for use by bodybuilder or end user to supply power to work lights, warning lights and other auxiliary electrical devices.
 - (h) Seats: Air suspension driver's seat and non-suspension passenger's seat. Shall include driver's and passenger's seat belts.
 - (i) Radio: Factory installed electronic AM/FM radio.
 - (j) Heated Mirrors: Dual Heated West Coast Sr. type mirrors no less than 7" x 16" with adjustable brackets and auxiliary convex mirrors, 8" round or 6" x 6" rectangular.
 - (k) Air Horn: Single or dual trumpet air horn.
21. Hood: Tilting fiberglass or composite hood and fenders with stationary grill.
22. Front Bumper: Swept back or similar type front bumper.
23. Lights: Shall be equipped with dual beam headlights, parking lights, clearance lights, automatic backup lights, directional turn signals with column mounted switch and hazard flasher switch. Rear signals to be wired for stop and tail lights in addition to directional signals.
24. Backup Alarm: Shall be equipped with an electric backup alarm meeting the requirements of SAE J994 with a minimum sound level output of 97 decibels.
25. Color: Cab, hood, fenders and wheels shall be Sherwin Williams F8W2030 Frost White Acrylic Enamel, or equal. Grill, bumper and mirrors shall be as regularly furnished by manufacturer.
26. Mud Flaps: Shall have anti-sail type mud flaps not less than 24" wide and 1/4" thick, without advertising, mounted behind rear wheels.

C. Box Body:

1. Body: Shall be smooth pre-painted white aluminum panel design with all seams permanently sealed. Shall have cast or extruded aluminum radius front corners. Rear body frame shall be all welded steel. Shall have a minimum of one (1) dome light in interior. Dome light shall be powered by auxiliary switches in the cab, reference Item 25, Line g in truck specifications.

- a. Dimensions: Body shall have minimum inside dimensions of 178" long x 96" wide x 80" high.
 - b. Front and Side Walls: Shall be constructed of aluminum alloy panels no less than .040" thick with extruded aluminum posts on not more than 16" centers.
 - c. Roof: Shall be constructed of one piece aluminum alloy no less than .032" thick with roof bows on not more than 24" centers.
 - d. Floor: Laminated hardwood no less than 1-1/8" thick.
 - e. Crossmembers: No less than 3" steel channel, or structural shape of equal strength, on not more than 12" centers.
 - f. Longitudinals: No less than 4" steel channel or structural shape of equal strength.
 - g. Rear Door: Shall have one (1) overhead rear door full width of body. Door lock shall be as regularly furnished by manufacturer.
 - h. Interior Lining: Body interior shall be lined with a minimum 1/2" plywood from floor to top on sides and front.
2. Slide Out Ramp: Shall have one (1) ramp and carrier assembly installed between body long rails. Slide out ramp shall be fabricated of hard aluminum and be no less than 12' in length. Ramp furnished shall have a minimum width of 25" with a useable width of no less than 23".
 3. Rear Bumper: Shall have a steel step type rear bumper.
 4. Lights and Reflectors: Lighting equipment and reflectors shall be furnished to meet ICC regulations.
 5. Mud Flaps: Shall have anti-sail type mud flaps not less than 24" wide and 1/4" thick, without advertising, mounted behind rear wheels.

D. Warranty:

1. Cab and chassis shall have truck manufacturer's regular warranty and service as regularly furnished on new vehicles sold to the public. Warranty data shall be furnished with each unit.
2. The box body furnished under this specification shall be warranted against defective material and workmanship for a minimum period of twelve (12) months (365 Days) from date unit is placed in operation by AHTD.
3. Warranty shall include all parts, labor and transportation costs to the location of equipment.
4. If equipment cannot be repaired on location, warranty shall include cost of transport to the facility where the repair work will be done.
5. Warranty repairs are to be performed by any authorized dealership of the manufacturer; however, the Successful Bidder will be ultimately responsible for coordinating repairs and insuring that warranty repairs are completed in a timely manner.
6. 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.
7. 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.