

STANDARD BID CONDITIONS

H-17-235P

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 (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 (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status 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 & Transportation Department
Materials Division

Specifications of Maintenance/Calibration
to be Performed on the Troxler Gyrotory Compactors

1. The Troxler Gyrotory Compactors shall be systematically inspected to insure all wearable parts both electrical and mechanical are in proper working order.
2. Gyrotory compactors shall be cleaned and lubricated. This should include all hydraulic pumps and reservoirs, gearboxes, motors or transmissions, and chain drive systems as appropriate. Any hydraulic leaks found should be repaired.
3. The roller clearances and zero stop positions shall be checked and verified as appropriate.
4. The electrical components, circuit boards, and connections including machine covers and service panels shall be checked for tightness in order to prevent electrical injury and any possibility of short circuits.
5. All critical voltage levels shall be checked and adjusted to proper operating parameters to insure serviceability of the compactors.
6. All safety devices and interlocks shall be tested for proper operations.
7. Costs for all parts required to be replaced will not be considered included in the price quote for Maintenance / Calibration. However, a list of parts and part numbers shall be provided to AHTD Materials Division Representative at time of Service and Calibration. If additional Maintenance / Calibration time is required it shall be at bid price per bid per unit.
8. A NIST traceable calibration shall be performed on the interior angle, pressure, height, and rotational speed (AASHTO T 312 and TP 71) of the gyrotory compactors. The interior angle shall be calibrated to fall within the limits 1.155° - 1.165° . The exterior angle shall be recorded after the interior angle has been calibrated. Each gyrotory compactor will be tagged with the date of the calibration and identification of the company that performed the calibration.
9. The internal diameter (I.D.) of molds will be inspected to insure that the I.D.'s are within specification limits. I.D.'s will be checked from the top to the bottom of the molds at two (2) inch intervals. Ram faces and base plate faces shall be checked for conformance to AASHTO T 312.
10. Calibration Verification equipment (Load cells, Angle measuring devices (Interior and Exterior), Stopwatches, and Height blocks) shall be verified for accuracy against NIST traceable standards.
11. The gyrotory compactor's software shall be updated to the latest version.
12. All charging circuits associated with internal batteries shall be checked for proper operation and batteries should be changed as appropriate.

13. An individual, written calibration record must be furnished for each unit, including: Manufacturer, Model Number, Serial Number, Service Performed, Date of Service, and Signature of Technician. The written calibration record shall be furnished to the Department's Materials Division prior to or at the completion of the Contract.

14. The Contractor and all technicians performing maintenance and calibrations under this Contract shall be qualified. The Contractor shall list all technicians and certify that each technician is qualified and trained.

15. A representative from the Materials Division shall be present for each calibration. The Contractor shall provide a schedule of calibrations to the Materials Division and notify Materials of any changes to the schedule.

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RE#	Manufacturer	Model#	Serial #	Phone #	Location
13	Troxler	4140	505	870-630-9140	APAC, 3492 Hwy 1North, Forrest City, AR 72335
31	Troxler	4140	533 51984	501-539-0995	Redstone Construction 2400 AR 53 Gurdon, AR 71743
42	Troxler	4140	544 51987	479-410-1623	Preston Quarry (Arkholia) 2320 Woodpecker Lane Van Buren, AR
52	Troxler	4140	550 51986	870-269-7222	Atlas Asphalt, Inc. • 398 Quarry Road • Mountain View, Arkansas 72560
53	Troxler	4140	515	870-793-4581	Atlas Asphalt, Midwest Lime Plant North of Batesville on Hwy 167
64	Troxler	4140	531	501-844-4330	Martin Marietta Materials 4204 Hwy70 Malvern, AR 72104
65	Troxler	4140	118 51890	501-843-5147 501-955-2730	Freshour Plant 10302 Hwy 5 Cabot, AR
73	Troxler	4140	548 51988	870-352-0375	Jet Asphalt Co. 2958 N. Hwy 167 Fordyce, AR 71742
76	Troxler	4140	532	870-864-9408	Jet Asphalt Co. 1251 Smackover Hwy. Eldorado, AR 71730
86	Troxler	4140	539	479-968-4980	Blackstone Asphalt Plant 440 Hedgepath Road Russellville, AR 72802
94	Troxler	4140	504	479-756-2644	APAC Sharps Quarry Lab West side of 1-540 at exit 76 13583 Puppy Creek Rd. Lowell, AR
06	Troxler	4140	588	870-972-5076	Atlas Asphalt Plant #2 102 Bearden Drive Jonesboro , AR
Materials	Troxler	4140	507 51985	501-569-2189	AHTD Materials Lab 11301 Baseline Road Little Rock, AR 72209